

## PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

### DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

- A. **Background:** Services pursuant to this contract are to support children and adults with Intellectual Disabilities (ID), Related Conditions (RC) and/or adults with an Acquired Brain Injury (ABI). Services provided shall be focused on an outcome of inclusion and integration in all facets of community life for people with disabilities to lead self-determined lives in the community. The outcome shall be reached by providing people individualized supports to access community, promote self-determination, independence, and productivity.
- B. **Definitions and Acronyms:**
1. Person: A Person is:
    - a. An individual who has Intellectual Disabilities, Related Conditions, or Acquired Brain Injury (ID/RC/ABI) as defined in Utah Administrative Code, Rule R539-1 and found eligible to receive services by Utah Department of Human Service, Division of Services for People with Disabilities (DHS/DSPD), or
    - b. An individual who is a DHS Client.
  2. Person Centered Planning Team (PCPT): The PCPT is a team of individuals including the Person, the Person legal guardian, if applicable, the Person's Support Coordinator (SCE), the Contractor, and any other individual(s) the Person would like to participate on the PCPT. The PCPT is the team that plans the Person's services based on the Person's needs.
  3. Person Centered Support Plan (PCSP): The PCSP is a plan developed by a Person's PCPT that includes the services provided to the Person, details of how services shall be provided, if applicable, and the Person's goals and the outcomes expected from the services provided.
  4. Staff: Staff is an individual who is the Contractor, or who is working in an employment or volunteer capacity for the Contractor and who has access to a Person or a Person's information.
  5. DSPD worksheet: The DSPD worksheet is a worksheet used by DSPD to determine rates paid to the Contractor for some service codes pursuant to this contract. The DSPD worksheet is individualized for each Person receiving services that use a DSPD worksheet rate using variables such as staff ratios, and hours of services.

6. Documentation: Documentation of activities, trainings, or conversations may be a hand written record or an electronic record. .
7. Behavior Support Plan (BSP): A BSP is a plan developed by a professional to assist staff and other individuals providing supports to a Person with challenging or dangerous behaviors with individually designed interventions to replace the target behaviors with socially acceptable appropriate behaviors.
8. Competitive wages: Competitive wages are wages paid to Persons that are at least minimum wage and equal to the wages and other benefits provided to individuals without disabilities for similar work.
9. Integrated community employment: Integrated community employment is employment in the community, compensated with competitive wages, and is consistent with the Fair Labor Act.
10. Employment plan: An employment plan is an individualized plan detailing the Person's vocational goal, and the supports and services necessary to reach the goal.

**C. Population Served:** The Contractor acknowledges that by entering into this Contract, they are agreeing to provide the services designated herein to any Divisions, Offices, Bureaus, or Entities of DHS (DHS Entity). Such use and request of services shall be at the discretion of DHS. If services are provided for mixed populations of Persons from different DHS Entities, the Contractor shall receive prior written approval from the Director of the DHS Entity managing services for that Person.

**D. General Contractor Qualifications:** The Contractor shall comply with the following general Contractor qualifications, in addition to any specific Contractor qualification(s) identified in the individual service codes description(s) of the services(s) the Contractor is providing pursuant to this contract. Upon receipt of the Notice of Award for this Contract and prior to providing services under this Contract, the Contractor shall:

1. Be approved as an atypical Medicaid Provider for the Community Support Waiver and Acquired Brain Injury Waiver with the Utah Department of Health, Division of Medicaid and Health Financing (DOH). This approval process is administered by the DHS/DSPD Contract Team (Contract Team). The Contractor shall complete and provide all required documentation, as directed by the Contract Team.
2. Have a current active DHS/DSPD USTEPS Provider Interface (UPI) account, comply with UPI requirements pursuant to this contract and comply with electronic access and process changes as they develop. UPI access forms are on the DHS/DSPD web page: [dspd.utah.gov](http://dspd.utah.gov).

3. Obtain or maintain current all licenses required as identified in the individual service code descriptions and, as outlined in Utah Administrative Code, Rule R501 and Utah Code § 58-01 et. seq.

**E. General Contractor and Staff Qualifications:** The Contractor and its staff shall comply with the following general Contractor and staff qualifications, in addition to any specific Contractor and staff qualification(s) identified in the individual service code description(s) of the services(s) the Contract is providing pursuant to this contract. The Contractor and its staff shall:

1. Pass an initial, and annual renewal criminal background screening with DHS Office of Licensing (DHS/OL) , consistent with Utah Code § 62A-2-120 through 122 and Utah Administrative Code, Rule R501-14 and current DHS/OL requirements before working unsupervised with any Person;
2. Read and sign to acknowledge understanding and compliance of the DHS Provider Code of Conduct, within 3 days of hire and annually;
3. Read and sign to acknowledge understanding and compliance of the DHS/DSPD Code of Conduct, within 3 days of hire and annually; and
4. Be at least 18 years of age, unless otherwise specified in the individual service code description(s).

**F. Volunteers:** The Contractor shall:

1. Ensure volunteers comply with all staff qualifications;
2. Use volunteers in the operations of its service(s)/program(s) only under the following conditions:
  - a. A volunteer working in a volunteer position can supplement regular staff, however shall not replace paid staff hours;
  - b. Friends of the Person or any individuals the Person chooses as a partner in activities such as natural supports, scouts, church groups are not defined as volunteers; and
  - c. The Person's legal representative shall provide prior written permission for a volunteer to take a Person overnight.
3. Ensure and maintain written documentation that volunteers who work on a regularly scheduled basis complete the following training requirements below prior to providing support for Persons:

- a. Orientation of the Person;
- b. Requirements for reporting abuse and protecting human rights;
- c. Confidentiality requirements regarding Persons and Persons' information;
- d. Emergency Procedures;
- e. Training specific to the individual service(s) the volunteer will be providing; and
- f. Contractor's policies and procedures.

**G. General Staff Training Requirements:** Staff shall comply with the following general staff training requirements, in addition to any specific training requirement(s) identified in the individual service code description(s) of the services(s) the Contractor is providing pursuant to this Contract. The Contractor shall:

- 1. Ensure training is conducted by trainers with professional experience working with Persons and knowledge in providing services to Persons, or on-line training created by professionals with knowledge about Persons with disabilities;
- 2. Have a process in place for tracking and documentation of training. The process shall include written documentation of each staff's successful completion of training in each required training area pursuant to this contract, and ensure the process allows for an external reviewer to validate each staff's successful training completion;
- 3. Ensure its staff successfully completes training in the following areas within **30 days** of employment or before working alone with Persons:
  - a. When to call 911 because of an emergency;
  - b. When to call a doctor or hospital;
  - c. Incident reporting, pursuant to this contract;
  - d. Orientation to seizure disorders;
  - e. Notification procedures for the management of situation when the whereabouts of a Person is unknown;
  - f. Common rescue maneuvers including Heimlich maneuver;
  - g. Prevention of and emergency measure associated with choking;

- h. First aid:
  - (1) First aid training shall be completed by a certified first aid instructor, and
  - (2) The staff shall receive and maintain current their first aid certification.
- i. Cardiopulmonary resuscitation (CPR):
  - (1) CPR training shall be completed by a certified CPR instructor, and
  - (2) The staff shall receive and maintain current their CPR certification.
- j. The use positive behavior supports as a first response in behavioral crisis prevention and intervention and that are in accordance with DHS/DSPD's administrative rule, as found in the Utah Administrative Code, Rule R539-4;
- k. Legal rights of Persons;
- l. Abuse, neglect, and exploitation prevention and reporting to Protective Services and the police;
- m. Confidentiality, including all Person information is only shared with individuals who need to know the information to provide professional treatment, coordinate DHS services, or conduct DHS business. Person information shall be maintained and shared in compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations;
- n. Orientation to ID/RC and ABI;
- o. Medication plans/strategies of Persons the staff will be providing services to;
- p. Prevention of communicable diseases;
- q. Person specific training on each Person the staff shall provide services to, including information about the Person's disability;
- r. All of the Contractor's Policies, Procedures and Plans;
- s. DHS/DSPD philosophy, mission, and beliefs; and
- t. All applicable portion of the Persons medical data sheet needed for the staff to provide service(s) to the Person; and

- u. All applicable portions of the Person(s) PCSP needed for the staff to provide service(s) to Persons, including portions of the Person's BSP, and employment plan the staff may need to assist implementing.
- 4. Ensure its staff successfully completes training in the following areas within **90 days** of employment:
  - a. If the Person the staff is serving is likely to engage in aggressive, self-injurious, or destructive behavior, the staff shall receive and maintain certification in one the following:
    - (1) Supports Options and Actions for Respect (SOAR);
    - (2) System for Managing Non-Aggressive and Aggressive People (MANDT);
    - (3) Professional Assault Response Training (PART);
    - (4) Crisis Prevention Institute (CPI), Safety Care or;
    - (5) Other intervention-training program. If the Contractor would like to use an intervention training program not listed above in (1)-(4), the Contractor shall submit a written request to DHS/DSPD including the name of the other intervention training program, and shall wait for a written approval from DHS/DSPD before using it.
  - b. Key elements of the Americans with Disabilities Act; and
- 5. In the second and subsequent years of employment, staff shall complete a minimum of 12 hours of training each year.
- 6. ABI training: The Contractor shall ensure its staff providing services to Persons with ABI successfully completes ABI training before working alone with Persons. ABI training shall include training on the following:
  - a. Effects of brain injuries on behavior;
  - b. Transitioning from hospitals to community support programs including available resources;
  - c. Functional impact of brain injury;
  - d. Health and medication effects specific to Persons with ABI;

- e. Role of the direct-care and direct-care supervisory staff relating to the treatment and rehabilitation process; and
- f. Awareness of the family's perspective on the brain injury.

**H. Contractor's Administrative Requirements:** Compliance to administrative requirements shall be applicable to all individual services codes.

1. Policies, Procedures, Processes and Plans: Prior to providing services pursuant to this Contract, the Contractor shall have and be in compliance with all its written policies, procedures, processes and plans pursuant to this contract. DHS may review and require the Contractor to adjust their policies, procedures, processes and plans at any time. All policies, procedures, processes and plans shall be:
  - a. Current and maintained, and
  - b. Available to staff and Persons.
2. Personnel Policies and Procedures: The Contractor's Personnel Policies and Procedures shall include:
  - a. Written job descriptions for each staff position. The job description shall not contradict any requirements or elements pursuant to this Contract and shall include the following qualifying requirements that are specific for each position:
    - (1) Knowledge;
    - (2) Skills;
    - (3) Abilities; and
    - (4) Education requirements.
  - b. Provision to ensure written documentation of evaluation of staff performance on at least an annual basis.
3. Operating Policies and Procedures: The Contractor's Operating Policies and Procedures shall include:
  - a. Clearly defined staff and supervisory responsibilities during all hours of operation;
  - b. Provisions that specify all transportation requirements pursuant to this Contract and how compliance shall be ensured;

- c. Provisions that specify each staff training requirement pursuant to this Contract, and how staff training compliance shall be ensured and documented;
  - d. Provisions for the receipt and resolution of staff grievances, and Persons grievance(s) that comply with Part I., Section E.7. of this contract;
  - e. Emergency procedures for handling the injury, illness, or death of a Person and instructions about when and how to notify DHS/DSPD Director and Waiver manager(s) that is in compliance with incident, critical incident reports, and critical incident investigations pursuant to this contract;
  - f. Provisions for the management of each Person's personal finances including:
    - (1) Compliance to all Person's personal finances requirements pursuant to this Contract;
    - (2) Compliance with all current regulation and policies of the Social Security Administration; and
    - (3) Ensuring Persons do not continuously owe the Contractor money due to emergency situations.
  - g. Provisions regarding behavior support plans (BSP) and behavioral intervention procedures that comply with Utah Administrative Code, Rule R539-4; and
  - h. Provisions for fiscal policies that ensures compliance pursuant to this contract.
4. Internal Quality Monitoring Process: The Contractor's Internal Quality Monitoring Process shall include:
- a. Provisions to ensure compliance pursuant to this contract;
  - b. Provisions to ensure quality services are provided to Persons;
  - c. Include an established method for responding to and resolving concerns that have been:
    - (1) Identified in their internal quality monitoring process, and
    - (2) Communicated to the Contractor by any interested party.



- d. Provisions for responding to DHS/DSPD corrective action requirements to ensure compliance within Corrective Action Plan requirements and the timeframes pursuant to this contract.
5. External Quality Monitoring Process:
- a. The Contractor shall cooperate with review and requirements from the DHS/DSPD Quality Management team.
  - b. If DHS identifies a deficiency that requires a Corrective Action Plan from the Contractor, the Contractor shall:
    - (1) Submit to DHS/DSPD Quality Management team a written Corrective Action Plan that responds to each identified deficiency including proposed method of correction, task assignment, and supervision;
    - (2) Respond to a DHS/DSPD request for Corrective Action Plan. This response shall be submitted within the following timeframes of notification from DHS/DSPD of the deficiency:
      - (a) Major deficiency within 24 hours;
      - (b) Significant deficiency within 10 days calendar days; and
      - (c) Minor deficiency within 30 calendar days.
      - (d) The definition of Major, Significant, and Minor deficiencies are in the DHS QA Manual as found at [https://hsofo.utah.gov/files/manual\\_qa/app%20e%20corrective%20action2002.pdf](https://hsofo.utah.gov/files/manual_qa/app%20e%20corrective%20action2002.pdf)
    - (3) Submit a revised Corrective Action Plan within 5 business days if the Contractor's response is determined unacceptable by DHS/DSPD.
  - c. If a revised Corrective Action Plan is determined to be unacceptable by DHS/DSPD, the Contractor may receive sanctions pursuant to Utah Code § 62A-5-103(2)(i); and
  - d. The Contractor may appeal sanctions to the DHS/DSPD Division Director.
6. Human Rights Plan: The Contractor shall have a Human Rights Plan and Human Rights Committee that shall comply with the following conditions:

- a. All Persons, their PCPT, and staff have the right to request a review by the Human Right Committee concerning supports or services to the Person;
- b. The Contractor shall notify and invite in writing the Person, the Person's guardian(s), SCE, and PCPT any time a right restriction for a Person is being reviewed within a minimum 10 business days prior to the review;
- c. The Person shall have the opportunity to speak on their own behalf at the review;
- d. The Person's guardian(s), SCE, and PCPT shall have the opportunity to speak on behalf of the Person at the review;
- e. Information regarding the Person's right to appeal and contacting the DHS/DSPD Human Rights Council shall be provided in writing to the Person, the Person's guardian(s), SCE, and PCPT at the human rights review; and
- f. The Contractor shall support any court ordered human rights restrictions without violating any other of the Person's human rights unless authorized by the Contractor's Human Rights Committee.
- g. The Contractor's Human Rights Plan shall identify:
  - (1) Specifically that its Human Rights Committee is established and maintained by the Contractor;
  - (2) How long a term of service on the committee is;
  - (3) How many committee members need to be present to vote, if the vote shall be unanimous or not, and means of participation such as phone, or in person;
  - (4) The frequency of committee meeting and how the committee shall convene between meeting should there be need. Meetings shall occur at least annually, and be frequent enough to protect Person's rights;
  - (5) Procedures for training Persons and staff on Person's rights;
  - (6) Procedures for prevention of abuse and rights violations;
  - (7) Process for restricting rights and removing restrictions when necessary;
  - (8) Process to review supports that have high risk for rights violations;

- (9) Process to assure the restriction is in the best interest of the Person and not for the convenience of the staff;
- (10) Process to assess the impact of right restriction on roommate(s) or other individuals;
- (11) Process to ensure the Committee approved rights restrictions requirements are met;
- (12) Process to ensure the restriction is the least intrusive or restrictive and teaching the Person the skills needed to mitigate the restriction;
- (13) Process to ensure the restriction is time limited and reviewed annually; and
- (14) Process to ensure Persons, their guardian(s) SCE, and PCPT shall be informed of and invited to the human rights review.

h. The Human Rights Committee shall:

- (1) Consist of a minimum of three individuals, one of which shall not be employed by the Contractor;
- (2) Have the majority of the committee members have at least 1-year experience of working with Persons with ID.RC;
- (3) Complete training on the Contractor's Human Right Plan prior to participating in any Human Rights Committee meetings;
- (4) Review Human Rights concerns related to the services the Contractor provides to the Person;
- (5) Provide recommendations to the Person's PCPT regarding the Person's Human Rights;
- (6) Have written documentation, and meet the following requirements when the Committee approves Human Rights restrictions for a Person:
  - (a) Justification for the restriction(s);
  - (b) Assurance that the restriction(s) is the least intrusive and/or restrictive;

- (c) Teaching the Person skills needed to mitigate the restriction;
- (d) Limited time frame of the restriction(s);
- (e) Review of the restriction(s) at least annually; and
- (f) Maintain minutes of its proceedings, and shall disclose minutes to any State or Federal auditor/review or DHS/DSPD within 24 hours of a request.

7. Person's Discharge Procedure:

- a. If a Person is choosing to discharge services with the Contractor, the Contractor shall submit a discharge summary to the Person's SCE at time of discharge. The summary shall include:
  - (1) Reason for the discharge;
  - (2) Summary of services provided;
  - (3) The name, signature and title of the Contractor's staff preparing the summary; and
  - (4) A statement of reasonable obligations related to the discharge of services including any obligations the Person may have for liabilities to the Contractor.
- b. If the Contractor is initiating the discharge of a Person from its services, the Contract shall provide verbal and written notification 30 days prior to the intended discharge date to the Person and the Person's SCE.
- c. The Contractor shall continue to provide services to the Person for an additional 90 days after the Contractor initiates the Person's discharge if directed to by the DHS/DSPD Director to ensure the Person's health and safety and/or to allow time for the Person to transition services to another provider. The Contractor may appeal this extension to the DHS/DSPD Director.

8. Medication Policies and Procedures: The Contractor shall have Medication Policies and Procedure that shall include provisions of Persons medication(s) that shall include the following:

- a. Inventory of received medication during the intake and returning medication during discharge of the Person receiving service(s) from the Contractor;

- b. Supporting Persons in their self-directed, self-administration of prescription medication, and ensure that the level of support given to the Person is consistent with that allowed by the Contractor's and its staffs' scope of practice, as specified in the Utah Division of Occupational and Professional Licensing (DOPL) rules.
- c. Handling and storage of medication, including:
  - (1) The Person's prescription medication shall be packaged and dispensed to the Person by a licensed pharmacy using dose packaging when such packaging is available. If dose packaging is not available the Contractor may provide medication supports with medication that is dispensed in the original and lawful packaging of the medication with prior written approval from the DHS/DSPD director; and
  - (2) Ensure medications are properly stored according to the Person's needs and capabilities, as determined by the Person's PCPT.
- d. Disposal of medications;
- e. Theft prevention of medication;
- f. Ensure Persons receiving medication from a different agency have a medication support strategy in the Person's PCSP. The Contractor shall ensure its staff that may provide services to the Person are trained on the medication support strategy;
- g. Provision for immediately contacting the appropriate health care professional to report the discovery of any prescribed medication errors including the following:
  - (1) Actual missed dose;
  - (2) Suspected missed dose;
  - (3) Misadministration of medication including administering at the wrong time when time is a factor in the proper administration of the medicine;
  - (4) Failure to follow laboratory schedules; and /or
  - (5) Other errors comparable to the listed.

- h. Provisions for contacting the Person's SCE with 24 hours of discovery of a medication error.
- i. Compliance with creating and maintaining Persons medication plans.
- j. Provisions for maintaining a current medical data sheet for each Person, and for training staff on relevant elements of the Person's medical data sheet. In addition to any specific items identified in the individual service code description(s) of the services(s) the Contractor is providing pursuant to this contract, the Person's medical data sheet shall include:
  - (1) Medical and or dental examinations performed including assessments, treatments, and prescribed medications;
  - (2) Surgeries, or injuries;
  - (3) Immunizations;
  - (4) Illnesses, chronic complaints;
  - (5) Swallow reflex issues;
  - (6) Significant changes in health;
  - (7) Authorization for any emergency medical treatment needed;
  - (8) Medication taken;
  - (9) Medication indication of effect and adverse reactions;
  - (10) Contact information for the prescribing health care professional;
  - (11) Incidents requiring first aid and or a referral to health care professional or a health care facility;
  - (12) Accidents or injuries;
  - (13) Allergies the person suffers from;
  - (14) A record of any advanced directives;
  - (15) Medication errors;
  - (16) Identification of each medication; and

- (17) Medication adversities and side effects, for each medication, including if there is a possibility that medication taken may contribute to swallowing difficulties or enhance the prospects of choking.
- k. Provisions and training for staff that observes or assists Persons taking medication. This shall include providing written documentation in the Person's medical data sheet that shall include:
  - (1) Time and date the medication was taken;
  - (2) Name of the medication taken;
  - (3) Reason the medication was taken if the medication is an "as needed" (PRN) medication; and
  - (4) The route the medication was administered.
- 9. The Contractor shall have a Medication Plan for each Person the Contractor provides the following services to: Supported Living Hourly (SLH), Day Services (DSA, DSB, and DSC), Residential Habitation Services (RHS), Professional Parent Supports (PPS), Host Home Supports (HHS), and overnight respite services. The Medication Plan shall comply with the Contractor's Medication Policies and Procedures and shall include:
  - a. Provisions for monitoring the dispensation, tracking and having written documentation in Persons medical data sheet of general prescription medications, schedule I medications and over the counter medications;
  - b. Enhanced process for monitoring the dispensation, tracking, and having written documentation in Persons medical data sheet of Schedule II- IV medication under Title II of the Comprehensive Drug Abuse Prevention and Control Act on 1970, U.S.C. Title 21, Chapter 13, Subchapter I, Part I, Part B § 812, such as Benzodiazepines, Opiates, and PRN medication. The enhanced process for monitoring shall include:
    - (a) Provisions to ensure medication quantity/count is accurate, and
    - (b) Provision of theft and abuse prevention.
  - c. Process for maintaining current and accurate written documentation records of the medical status of each Person including the following:
    - (a) Current condition and diagnoses for which the Person is receiving care from a health care professional and specific medication for each condition and diagnoses;

- (b) The name of each medication the Person is taking;
- (c) Instruction regarding routes of administration and dosage for each medication the Person is taking;
- (d) Process to ensure collaboration from the Contractor to the Person's health care professional(s); and
- (e) Process to ensure the handling of prescription medication for service(s) provided by different agencies, if applicable.

10. Emergency Management and Business Continuity Plan (EMBCP): In addition to Part I, General Provision, Section B: Contractor's Legal Status, Indemnification, and Business Continuity Responsibilities, 3. Emergency Management and Business Continuity Plan, pursuant to this contract, the Contractor shall comply with the requirements outlined below.

- a. The Contractor shall submit its EMCB plan to DHS/DSPD prior to providing services pursuant to this contract, and thereon after annually on or before January 31<sup>st</sup>.
- b. The Contractor shall have an administrative EMBCP, as defined below in #10., e., for each administrative site. An administrative site is a site that does NOT provide any direct services to Persons. An administrative site may have records and administrative staff located at the site.
- c. The Contract shall have a county EMBCP as defined below in #10., f., for each county in which the Contractor provides direct services to Persons. The Contractor shall consult with the local municipality Emergency Manger to asses and review each County EMBCP
- d. Each of the Contractor's administrative EMBCP and county EMBCP shall include:
  - (1) Title, current date, Contractor name, address and contact information;
  - (2) Name and contact information of the primary emergency manager, primary emergency backup staff, and emergency planning team members;
  - (3) Plausible list of hazards that could impact business operations;



- (4) Provisions for continued leadership in the event of an unexpected leadership change, including name of positions that are critical and must be filled in order for the Contractor to function during an emergency, and names and contract information of staff and backup staff that are responsible for the critical positions;
  - (5) Provision for staff relief and recall of staff on shift during the emergency;
  - (6) Provisions of staff training including use and implementation of the EMBCP, quarterly drills and practices of different elements of the EMBCP, which specific elements of the EMBCP that shall be practiced and when;
  - (7) Provisions for maintaining required documentation of services provided to Persons; and
  - (8) Provisions of the Contractor's annual review of its EMBCP.
- e. In addition to the items outline in #10., d. (1)-(8) above, the Contractor's administrative EMBCP shall include:
- (1) Communication Plan: A Communication Plan is a plan detailing provisions for communication in the event of an emergency. The plan shall include:
    - (a) Name(s) of the staff responsible for communications and the specific elements of the Communication Plan the staff shall be responsible for;
    - (b) Alternative channels for communication when telephone and internet services are not an option;
    - (c) Name(s) and contact information of local government, community, county, and state agencies/entities that may be important to coordinate with in an emergency, and provision detailing how to communication with them;
    - (d) Location of local emergency services and provision detailing how to communicate with them;
    - (e) Provision detailing how, and who shall communicate with DHS/DSPD;

- (f) The contact information of each county DHS/DSPD Emergency Officer;
  - (g) Provision detailing how the Contractor shall communicate with staff to notify them of their responsibilities and job requirements; and
  - (h) Provision detailing how the Contractor shall communicate with professional responders in the event professional responders remove Persons from a location.
- (2) Information Backup Plan that shall detail provision for:
- (a) Data security;
  - (b) Critical records, accounting and systems security back up plan;
  - (c) How electronic and paper data shall be secured if the site it is kept is compromised;
  - (d) How computer systems and electronic data back-ups shall be restored following a catastrophic event; and
  - (e) Name(s) of staff that shall be responsible for ensuring the Information Backup Plan has been successfully completed.
- (3) Financial Obligation Plan that shall detail provision for:
- (a) How payroll shall be managed while recovering from a disaster;
  - (b) Being adaptable to changes to receive payment for services from DHS;
  - (c) How payments from other entities such as Person's receiving SSI shall be managed while recovering from a disaster; and
  - (d) How monthly bills and other accounts payable shall be managed while recovering from a disaster.

f. In addition to the items outlined in #10., d. (1) – (9) above, the Contractor's county EMBCP shall include:

- (1) Identification of each site location in the county, where services are provided to Persons, including address, telephone number, and primary contact for the site;
- (2) Communication Plan: A Communication Plan is a plan detailing provisions for communication in the event of an emergency. The plan shall include:
  - (a) Name(s) of the staff responsible for communications and the specific elements of the Communication Plan the staff shall be responsible for;
  - (b) Alternative channels for communication when telephone and internet services are not an option;
  - (c) Name(s) and contact information of local government, community, county, and state agencies/entities that may be important to coordinate with in an emergency, and provision detailing how to communicate with them;
  - (d) Location of local emergency services and provision detailing how to communicate with them;
  - (e) Provision detailing how, and who shall communicate with DHS/DSPD;
  - (f) The contact information of each county DHS/DSPD Emergency Officer;
  - (g) Provision detailing how the Contractor shall communicate with staff to notify them of their responsibilities and job requirements: and
  - (h) Provision detailing how the Contractor shall communicate with professional responders in the event professional responders remove Persons from a location.
- (3) Relocation Plan: A Relocation Plan is a plan that details provisions for relocating Persons in an emergency and shall include including:
  - (a) The address of the relocation site(s);

- (b) The name(s) of staff that have the authority to activate the Relocation Plan(s);
  - (c) Provision on how to communicate to staff, DHS/DSPD, Persons, Persons' legal guardian if applicable, and Persons' SCE of the relocation(s) and the address(s) of the relocation site(s);
  - (d) Provisions for vital supplies including food, water, hygiene supplies and medication needed in the relocation site(s); and
  - (e) Evacuation procedures.
- (4) Shelter in Place Plan: A Shelter in Place Plan is a plan that details provision for Persons that need to stay in their current location during an emergency and shall include:
- (1) Procedure for determination of when, where and how staff and Persons are to be quarantined;
  - (2) Instruction and procedure for staff and Persons on how to shelter in place;
  - (3) Provision for onsite vital supplies including food, water, hygiene supplies and medication needed to shelter in place; and
  - (4) Evacuation procedure.
- (5) Health and Safety of Persons Plan: A Health and Safety of Persons Plan is a plan that details provisions for how the person will be kept healthy and safe during an emergency, and shall include provision for:
- (1) Ensuring Persons' health and safety during an emergency, while sheltering in place, during the process being relocated and while at the relocation site, designated Red Cross or other public shelter.
  - (2) Maintaining Persons' health and safety after an emergency situation is resolved and relocation site(s) or shelter(s) are closed and the Persons' residence has been decimated.

11. Staff Records: The Contractor shall maintain personnel files for its entire staff. In addition to any other documentation specified in the individual service code

description(s) of the service(s) the staff is providing pursuant to this contract, each staff's personnel file shall include the following:

- a. Employment application including: the applicant's name, addresses and telephone number;
- b. References including: the names, and contact information for the referees, and documentation that at least 2 references were checked;
- c. Results of background checks completed through DHS/OL;
- d. A current and signed DHS and DHS/DSPD Provider Code of Conduct;
- e. Record of successfully completed trainings;
- f. Copies of educational transcripts, degrees, licenses, and/or certifications when applicable to substantiate staff qualifications;
- g. Copy of Internal Revenue Service Form W-4;
- h. Copy of Immigration and Naturalization Service Form I-9;
- i. Copy of current, valid photo identification issued by a State or Federal governmental entity of the United States;
- j. Copy of Social Security Card;
- k. Medicaid Disclosure Form;
- l. Evidence of Medicaid Fraud Exclusion check;
- m. For staff providing transportation, the following shall be current and maintained in their personal file:
  - (1) Annual Department of Motor Vehicle driving record;
  - (2) Valid driver's license;
  - (3) For staff providing transportation in their own vehicle, the staff's own:
    - (a) Current auto insurance, this is in addition to the Contractor maintaining its Commercial Auto insurance pursuant to this contract, Part I, Section B.2.c.(1)(b); and
    - (b) Current vehicle registration.

12. Person's Records: All Person's records are the property of DHS/DSPD and the State of Utah. The Contractor shall maintain a separate file for each Person receiving services. The Contractor shall update Person's record at least annually or sooner upon a material change in the Person's circumstances. The Person's file shall include:
- a. The Person's name, address, phone number, birth date, identification number and if applicable, Medicaid number;
  - b. The Person's SCE's name, address, email and phone number;
  - c. A current photograph of the Person within the last 5 years;
  - d. The name, address, and phone number of the Person's representative or guardian, if any, and name, address, and phone number for the Person's emergency contacts including instruction on how to contact them;
  - e. The name and phone number of the Person's primary care physician or health care professional, medical specialist, and medical insurance information, if any;
  - f. Documentation of approved charges or expenses placed against the Person's funds for reimbursement to the Contractor for property damages for which the Person is held responsible;
  - g. Written documentation of the implementation of services pursuant to this contract, and as specific in the Person's PCSP that shall include:
    - (1) The name of Person;
    - (2) The specific service(s) provided;
    - (3) The name of the staff who delivered the service(s);
    - (4) For services that are provided and billed at a daily rate, the date the service was provided.
    - (5) For services that are provided and billed at a quarter hour or hourly rate, the date, and the time the Person started and stopped to receiving the service;
    - (6) The location where service(s) were provided;
    - (7) Daily and shift summaries that include progress notes describing the Person's response or lack of response to the service(s);

- (8) Attendance records;
    - (9) Support Strategies for each service provided; and
    - (10) Monthly Summaries for each applicable service provided.
  - h. The Person's admission and discharge dates;
  - i. Pertinent legal documents including:
    - (1) Human Rights Committee and Behavior Peer-Review Committee documentation;
    - (2) Guardianship/legal, representation appointments; and
    - (3) Any other relevant legal documents;
  - j. A written agreement signed and dated by the Person or the Person's representative prior to the delivery of services that identifies:
    - (1) All of the costs and fees that shall be charged by the Contractor for care and services, including any extra costs such as personal items that may be incurred;
    - (2) The Person's obligations regarding the payment of such charges; and
    - (3) The Contractor's refund policy.
  - k. A statement signed by the Person and the Person's representative, if applicable, verifying that the Contractor both explained and provided them with a copy of its grievance policy and procedures;
    - 1. The Person's guardianship/legal status; and
  - m. The Person's Medication Plan.
- 13. Operational Records: The Contractor shall maintain the following Operational Records:
  - a. Documentation of current compliance with zoning, life safety, health and fire safety requirements for licensure when applicable; and
  - b. Copies of current contracts or agreement with DHS.

14. Medicaid Provider Requirements: The Contractor shall:

- a. Provide DHS/ DSPD complete, correct Medicaid Provider documents within 3 business days of written request from DHS/DSPD;
- b. Notify DHS/DSPD contract team, in writing, of any changes to their Medicaid data. Notification for items (1) - (3) below shall be given within 3 business days of a change. Notification for items (5) – (7) shall be given 30 days prior to the change.
  - (1) Phone number;
  - (2) Address;
  - (3) Email;
  - (5) Ownership;
  - (6) Legal corporate name; and
  - (7) Employer Tax Identification number.
- c. Participate in DOH and DHS/DSPD Medicaid Provider training(s);
- d. Be in compliance with the current DOH Medicaid Provider Manual and Medicaid Information;
- e.. Ensure and maintain staff completion of the Medicaid Disclosure form at time of hire and annually. If staff discloses any information on the Medicaid Disclosure form, the Contract shall immediately notify DHS/DSPD and DOH; and
- f. Ensure and document all staff names are checked through the Office of Inspector General Exclusion Database at:  
<http://exclusions.oig.hhs.gov/Default.aspx> The Contract shall notify DHS/DSPD and DOH/ Medicaid immediately if any staff name checked shows exclusion.

15. Contractor Data:

- a. The Contractor shall notify DHS in writing 30 days prior to any contract data changes. Contactor data shall include the following:
  - (1) Legal business name;



- (2) Legal business address;
    - (3) Mailing address;
    - (4) Email;
    - (5) Phone number;
    - (6) Employee Identification Number;
    - (7) Tax classification; and
    - (8) Contractor's representative's contact information including: name, phone number and email.
  - b. In an emergency situation such as an email needing to be changed due to breach of security, the Contractor shall notify DHS in writing of a Contractor data change within one (1) business day.
16. Governing/Policy Making Board: If the Contractor is governed by a governing or policy-making board, the Contractor shall:
- a. Maintain the by-laws of its organization and its governing board;
  - b. Convene meetings of its board at least quarterly or more frequently if the need arises;
  - c. Maintain minutes of the proceedings of that board that include the membership of the board and the attendees at each board meeting; and
  - d. Disclose its by-laws and minutes within 24 hours of request to any State or Federal auditor/reviewer, DHS, or DHS/DSPD representative.

**I. General Service Requirements:** The Contractor and its staff shall comply with the following general service requirements, in addition to any specific service requirement(s) identified in the individual service code description(s) of the services(s) the Contract is providing pursuant to this contract.

- 1. Transportation: The Contract shall be in compliance with the following transportation requirements when providing any service codes pursuant to this contract that include transportation in the individual service code. The Contractor shall:
  - a. Be in compliance with the auto insurance requirement pursuant to Part I, Section B.2.c.(1)(b) of this contract;

- b. Provide routine transportation and assist the Person in accessing the community for services, resources, and activities based on the Contractor's and the Person's PCPT reasonable, professional judgement including but not limited to:
  - (1) Finding housing;
  - (2) Applying for food stamps;
  - (3) Obtaining Social Security benefits;
  - (4) Shopping; and
  - (5) Other community activities.
- c. Ensure prior to staff providing transportation services, the following is received and reviewed by the Contractor. The Contractor shall have and maintain initial and annual written documentation of the transportation staff's:
  - (1) Driving record;
  - (2) Current, valid driver's license;
  - (3) For staff providing transportation in their own vehicle, the staff's own:
    - (a) Current auto insurance, this is in addition to the Contractor maintaining its Commercial Auto insurance pursuant to this contract; and
    - (b) Current vehicle registration.
- d. Ensure its staff providing transportation make certain that:
  - (1) Persons are not left unattended in the vehicle;
  - (2) Persons use seat belts and remain seated while the vehicle is in motion;
  - (3) Keys are removed from the vehicle at all times when the driver is not in the driver's seat unless the driver is actively operating a lift on the vehicle that requires the keys to be in the ignition to operate the lift;

- (4) Persons in wheelchairs use seat belts, or locking mechanisms to immobilize the wheel chair during travel;
- (5) Persons are transported in safety restraint seats when required by Utah State Law;
- (6) Vehicles used for transporting Persons shall have working door locks, and doors are locked at all times while the vehicle is moving;
- (7) Persons arrive safely at the scheduled time and arranged destination; and
- (8) No Persons are left alone along the way to or from destinations, even in emergency situations or when the health and safety of others may be in question. If necessary during an emergency, the driver shall wait until another driver arrives to complete the transport.

2. Person Centered Planning: The Contractor shall:

- a. Be part an active participant of the PCPT;
- b. Participate in developing the PCSP;
- c. Comply with the requirements of the Person's PCSP;
- d. Implement the applicable portion(s) of the Person's PCSP. The PCSP may include the following separate documents:
  - (1) Action Plan;
  - (2) Support Strategies;
  - (3) BSP; and
  - (4) Medication Plan.
- e. Orient the Person to the part of the PCSP that is applicable to the Contractor and ensure the Person is involved in the implementation of the PCSP.
- f. Support Strategies: The Contractor shall:
  - (1) Develop support strategies for the Person for all individual services codes except for the following: Extended Living Services (ELS)

Motor Transportation Payment (MTP), Personal Budget Assistance (PBA), and Respite (RP2, RP3, RP4, RP5, RPS)

- (2) Submit support strategies to the Person's SCE on or before 30 days from the date the PCSP is activated.

g. Monthly Summaries: The Contractor shall:

- (1) Create a written a monthly summary for each Person the Contractor provides services to. The monthly summary shall include:

- (1) Name of the Person;
- (b) Each service the Contractor provides to the Person;
- (c) Date range of the time-period the monthly summary covers;
- (d) Service activities;
- (e) Information that indicates if a person has progressed, maintained or regressed pursuant to the goal associated the each service; and
- (d) Name of the staff writing the monthly summary

- (2) Submit monthly summaries to the Person's SCE on or before 15 days after the end of the month.

h. Assist in the Person's assessments; and

- i. Meet with the PCPT to review the Person's services/support needs and make adjustments as necessary based on the Person's need. The Contractor shall meet with the PCPT at least annually, within 12 months of the last PCSP meeting, or more often as determined by the Person or other members of the Person's PCPT.

3. Protective Service Investigations: The Contractor shall:

- a. Cooperate in all DHS protective service investigations until the investigation is completed and a determination is made with regard to the allegation(s);
- b. Notify DHS/DSPD and DHS/Division of Aging and Adult Services, Adult Protective Services (APS), in cases of adult Persons, or DHS/Division of Child and Family Services, Child Protective Services (CPS), in cases of

minor Persons, immediately of instances in which a Person or any other individual alleges abuse, neglect or exploitation; and

- c. Immediately ensure that individual(s) involved in an allegation shall not be allowed to have any unsupervised contact with the Person until the investigation is completed and a determination is made with regard to the allegation; unless superseded by a recommendation from APS or CPS.

4. Fatality Notifications and Reviews:

- a. If there is a death of a Person the Contractor shall notify the following people within 24 hours of first knowledge of the death:
  - (1) The Person's family;
  - (2) The Person's SCE; and
  - (3) DHS/DSPD Waiver Manager.
- b. The Contractor shall comply with the DHS fatality review process and shall immediately furnish any information or documents requested by the DHS Fatality Review Committee upon the death of a Person who meet the following criteria:
  - (1) The Person resided at a facility/program owned or operated by the Contractor providing residential services;
  - (2) The Person resided outside the family home and received support services within 12 months prior to the date of death;
  - (3) The Person resided at home and died while receiving services pursuant to this contract; and
  - (4) Any Person whose death the DHS/DSPD Director requests be reviewed.

5. Incident and Critical Incident Reports and Investigations.

- a. The Contractor and its staff shall monitor for the occurrence, reporting and mitigation of incidents that affect the health and safety of Persons.
- b. Within 24 hours of any incident requiring an incident report, the Contractor shall initiate an Incident Report entry into UPI. This UPI entry will automatically notify the Person's SCE.

- c. Within 24 hours of any incident requiring an incident report, the Contractor shall notify the Person's Guardian by telephone, email or fax.
- d. Within 5 business days of the incident, the Contractor shall complete the initiated Incident Report in UPI with any additional information available and to report mitigating/follow up actions taken.
- e. The Contractor and its staff shall review and comply with the mandatory reporting requirements of the Utah Code Code § 62A-3-305 and § 62A-4a-403 by immediately notifying DHS, Adult Protective Services intake, Child Protective Services intake or the nearest law enforcement agency of actual or suspected incidents of abuse, neglect, exploitation or maltreatment of Persons.
- f. In incidents of actual or suspected abuse, neglect, exploitation or maltreatment of Persons the Contractor shall document on the Incident Report in UPI that prevention strategies are developed and implemented when applicable, and that verification, during face-to-face visits with the Person's SCE of safeguards and interventions are in place.
- g. Incidents involving Persons are broken into 3 levels. Level III Incidents, Level II Critical Incidents and Level I Critical Incidents. The following listed incidents are not inclusive. All of the following listed incidents and other incidents that are comparable to the listed incidents require an incident report to be submitted into UPI.
  - (1) Level III Incidents shall include:
    - (a) Person missing for at least 2 hours;
    - (b) Injuries requiring medical treatment at a medical clinic or emergency room;
    - (c) Self-injurious behaviors requiring medical treatment;
    - (d) Instances of any institutional admittance(s) such as admittance to a nursing facility or hospital for medical or psychiatric reasons;
    - (e) Suspected or known instances of abuse, neglect, or maltreatment, where medical treatment is not required;
    - (f) Any property destruction attributed to the Person,\$500 or more;
    - (g) Drug and alcohol abuse;

- (h) Suicide threats when the Person does not have services and supports in place to address it or is not already receiving treatment;
  - (i) Aspiration or choking, not resulting in hospitalization;
  - (j) Use of Emergency Behavioral Interventions as defined by R539-4-6;
  - (k) Use of restraints or a seclusion room, even when identified in the Person's Behavior Support Plan;
  - (l) Law enforcement involvement resulting in no charges being filed against the Person;
  - (m) Errors relating to the Person's medication which resulted in the Person experiencing adverse side effects requiring medical treatment at a medical clinic or emergency room;
  - (n) Evidence of seizure or seizure like behavior in a Person with no existing seizure diagnosis; OR
  - (o) Any Emergency Room visits.
- (2) Level II Critical Incidents shall include:
- (a) Suspected or known abuse, neglect or maltreatment resulting in medical treatment at a medical clinic or emergency room;
  - (b) Exploitation of the Person's funds;
  - (c) Law Enforcement Involvement resulting in charges filed against the Person or Person is incarcerated;
  - (d) Unexpected hospitalizations: injuries, aspiration or choking that results in the Person being admitted to the hospital;
  - (e) Suicide attempts that did not result in the Person being admitted to the Hospital;
  - (f) Compromised working or living environment requiring evacuation, e.g. roof collapses, fire, gas, leak; OR

- (g) Medication errors resulting in adverse side effects to the Person that require medical treatment at a medical clinic or emergency room.

(3) Level I Critical Incidents shall include:

- (a) Suspected or known abuse, neglect, or maltreatment that resulted in the Person being admitted to the hospital;
- (b) Suicide attempts that resulted in the Person being admitted to the hospital;
- (c) Human rights violations that include but are not limited to unauthorized use of physical, mechanical or chemical restraints, seclusion rooms, and infringement of personal privacy rights experienced by the Person that would otherwise require a human rights review process;
- (d) Errors relating to a Person's medications that resulted in the Person being admitted to the hospital;
- (e) Person who has been missing for at least twenty four (24) hours, or regardless of the number of hours missing when a missing Person who is under unexplained, involuntary or suspicious circumstances and is believed to be in danger because of :
  - i. Person's age, health, mental or physical disability;
  - ii.. Environment or weather;
  - iii. Potentially being in the company of dangerous individuals; or
  - iv. Some other factor that places the Person in peril;
- (f) Unexpected Death of the Person. All deaths are unexpected with the exception of the Person receiving hospice care, and deaths due to natural causes, general system failure; or terminal/chronic health conditions;
- (g) Unexpected hospitalizations, serious burns, self-injurious behaviors or injuries resulting in:
  - i. Loss of physical or mental function, such as a loss of limb, paralysis, brain injury; or



- ii. Memory loss experienced by the Person, resulting in the Person being admitted to the hospital for medical treatment;
    - (h) Incidents that involve alleged or confirmed waste, fraud, or abuse of Medicaid funds by either a provider or a recipient of Medicaid services; OR
    - (i) Incidents not directly involving a specific Person in services but involving DHS/DSPD Contractors, staff of Contractors, or facilities of Contractors, shall be reported to DHS/DSPD Incident Reporting Team and may require a critical incident investigation but not a Person-specific incident report.
  - h. The Person's SCE may request additional information from the Contractor in order to respond to follow-up questions regarding any Incident Report. The Contractor shall have 5 business days to respond back with written documentation to the Person's SCE request.
  - i. The Contractor and its staff shall support any investigation and mitigation activities taken by DHS, DOH and the Person's SCE by providing any additional information requested, corroborating with any requests regarding incidents, and maintain the incident report as needed and requested to UPI.
6. Use of UPI: The Contractor shall:
- a. Complete the DHS/DSPD form "0-9 USTEPS Provider Interface (UPI) Provider Company Designee Access Form";
  - b. Complete the DHS/DSPD form "0-8 USTEPS Provider Interface (UPI) Individual User Access Form" for at least one staff;
  - c. Ensure that access to UPI is granted only to staff that need to know the information in UPI to provide professional treatment or coordinate DHS/DSPD services;
  - d. Ensure staff with UPI access is trained in HIPAA privacy requirements;
  - e. Approve or reject the DHS/DSPD Service Authorization Form 1056 (1056) through UPI within 15 business days of the creation of a new or adjusted DHS/DSPD the 1056;

- f. If the Contractor rejects the 1056, the Contractor shall coordinate with the Person's SCE to either adjust the DHS/DSPD the 1056, or transition the service to a different Contractor;
  - g. Monitor the use of services by Persons to ensure that the utilization of services complies with the approved 1056. If the Person is at risk of exhausting the units allocated in the 1056, the Contractor shall notify the Person's SCE and arrange for appropriate changes to be made to the Person's PCSP;
  - h. Use the UPI "Provider Organization" section to create and maintain a Contractor organizational group structure that will restrict UPI users from seeing Person information that is not required to provide professional treatment or coordinate DHS/DSPD services;
  - i. Assign and maintain staff with UPI access to the appropriate organizational group(s);
  - j. Assign and maintain each staff with UPI access, email and notification preference;
  - k. Assign and maintain each Person to the appropriate organizational group(s);
  - l. Remove terminated staff from the "Provider Organization" within one business day of termination;
  - m. Remove staff from an organizational group within one business day of the staff no longer having a need to know the information in UPI to provide professional treatment or coordinate DHS/DSPD services;
  - n. Remove a Person from the "Provider Organization" within one business day when the Contractor is no longer providing services to that Person;
  - o. Conduct and document an annual review of all staff with UPI access to ensure all staff with UPI access has the correct UPI access and the UPI Provider Organization is correct and current; and
  - p. Notify DHS/DSPD USTEPS team with in one business day of the termination of staff with UPI access.
7. The Contractor shall support UCA 62A-5-103.3 Employment First Priority, and shall provide employment data on Persons to DHS/DSPD within seven (7) days of written request from DHS/DSPD.
8. Persons' Personal Funds:

- a. The Contractor shall ensure Persons have access to personal finances;
- b. Person's Personal Funds Limitations: The Contractor and its staff shall NOT:
  - (1) Loan or give money to a Person, unless there is an emergency situation. If there is a loan, the Contractor shall:
    - (a) Notify the Person's PCPT within 24 hours of resolving the emergency and seek the PCPT's approval, and
    - (b) Create written documentation including the PCPT's written approval to be maintained in the Person's file.
  - (2) Allow the Person to make purchases for the Contractor and its staff;
  - (3) Accept, or receive money from the Person, unless it has been prior approved in written by the Person's PCPT and the money is for:
    - (a) A repayment of an approved loan given to the Person from the Contractor due to an emergency situation;
    - (b) Money is for reimbursement to the Contractor for destruction of property from the Person; and/or
    - (c) Room and board charges.

9. Nutritional Requirements: The Contractor shall:

- a. Ensure Persons have kitchen privileges including access to food and ingredients. Kitchen privileges shall only be limited if approved by the Contractor's Human Rights Committee, and is in the best interest of the Person's health; and
- b. If services provided include providing meals for Persons or assistance to Persons in planning meals, ensure provisions for meal planning to meet basic nutritional standards and based on Persons:
  - (1) Special diets;
  - (2) Food preferences;
  - (3) Appetite; and

(4) Customs.

10. The Contractor shall ensure Persons receive training on, and are provided with, opportunities and assistance to:
  - a. Identify primary health care professionals within their Medicaid and private insurance plan; and
  - b. Seek and obtain routine and acute medical, dental, psychiatric, or other health related services as specified in the Person's PCSP, and is covered by the Person's Medicaid and private insurance plan.
11. If Person is receiving prescribed medication, the Contractor shall provide training and assistance to the Persons to ensure the Person:
  - a. Knows what the prescribed medication is for;
  - b. The correct medication dose;
  - c. How to properly take the medication;
  - d. The schedule for taking the medication as prescribed by the Person's health care professional; and
  - e. Document the frequency, dosage and type of medication.
12. The Contractor shall utilize available assistive or adaptive equipment and technology whenever it has been determined that doing so will enhance the Person's freedom and will not adversely affect the Person's health and safety;
13. Ensure at least one staff that is trained and currently certified by a certified instructor in First Aid and CPR is with Persons at all times services are being provided;
14. The Contractor and its staff shall ensure the health and safety of Persons;
15. Inpatient Hospitalization of Persons: The Contractor shall not bill for any days during which the Person is inpatient in a hospital, including the date of admission. The Contractor may bill and be paid for the date of the Person's discharge, at the Contractor's discretion, if at least one half-day of services is provided.
16. If the Contractor is the Person's payee representative, it shall comply with all elements in the individual service code description for Personal Budget Assistance (PBA).

**J. General Service Limitations:** In addition to any specific limitations(s) identified in the individual service code description(s) of the services(s) the Contractor is providing pursuant to this contract. The Contractor and its staff shall **NOT**:

1. Provide or bill DHS/DSPD, for transportation of the Person:
  - a. To medical appointment(s) or a medical facility; and
  - b. If transportation is available from any other source.
2. Bill DHS/DSPD Motor Transportation Payment (MTP) for transportation when the individual service code description includes transportation, however MTP may be provided and billed to DHS/DSPD when the Contractor provides one of the following services to the Person and provides the Persons with transportation to Persons to or from the service:
  - a. Residential Habilitation Supports (RHS);
  - b. Day Supports (DSA, DSB, DSC);
  - c. Discovery (DCV)
3. Provide or bill DHS/DSPD for any services that are otherwise covered by the Utah Medicaid State Plan;
4. Bill DHS/DSPD for the cost of facility or vehicle maintenance, upkeep, or improvement;
5. Bill DHS/DSPD for services that are provided to the Person and paid for by the State of Utah Division of Vocational Rehabilitation;
6. Bill DHS/DSPD for services that are provided to the Person and paid for by the Person's Local Education Authority;
7. Provide or bill DHS/DSPD for any services pursuant to this contract at the same time during the same day with the exception of the following services:
  - a. Behavior Consultation I, II, and III ( BC1, BC2, BC3); and
  - b. Professional Medication Monitoring by a Licensed Practical Nurse, and by a Registered Nurse (PM1, PM2)
  - c. Discovery (DCV)

8. Provide or bill DHS/DSPD for any services in a Nursing Facilities, Intermediate Care Facility for People with Intellectual Disabilities (ICF/ID); and
9. Bill DHS/DSPD for Persons personal needs costs including rent, utilities, food, and other personal needs.

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## **BEHAVIOR CONSULTATION I (BC1)**

**A. General Description:** Behavior Consultation I (BC1) provides supports to Persons with mild behavior problems by developing behavior interventions that increase the Person's ability to be integrated into the community.

**B. Direct Service Requirements:**

1. BC1 shall be provided to Persons who targeted behavior includes behavior problems such as:
  - a. Mild aggression;
  - b. Property destruction;
  - c. Eating;
  - d. Toileting; or
  - e. Other problem behavior comparable to the listed.
2. BC1 shall be provided to Persons when the target behavior level maybe:
  - a. Emerging;
  - b. Annoying;
  - c. Worrisome;
  - d. Objectionable;
  - e. Singular but not dangerous;
  - f. Interfering with learning; or
  - g. Interfering with social relationships.
3. BC1 services shall be based on positive behavior supports and applied behavior analysis, and in compliance DHS/DSPD Administrative Code, Rule R539-4.
4. BC1 staff shall complete a Functional Behavior Assessment (FBA) of the Person's target behavior.
  - a. BC1 staff may use different validated assessment tools and processes depending on the individual needs of the Person to complete the FBA.
  - b. The FBA shall be documented in writing, and shall include:

- (1) Description of the assessment process and the name of a published validated assessment tool used by the BC1 staff;
  - (2) Description of the problem behavior(s) including an operational definition for each target behavior;
  - (3) Prediction of the circumstances in which the problem behavior is most likely to occur;
  - (4) Identification of the function of the problem behavior;
  - (5) Date the assessment was conducted;
  - (6) Name of the BC1 staff completing the assessment;
  - (7) Name of the respondents or others involved if applicable; and
  - (8) Name of the Person being assessed.
- c. The initial FBA shall be completed prior to development of the BSP, and within 30 days of approval from DHS/DSPD to provide BC1 services.
- d. If the FBA is completed when a Person has had a substantial life change such as a new living situation, the FBA shall be reevaluated and updated, as needed, 90 days after the initial FBA has been completed. The reevaluation shall be completed within 30 days.
- e. BC1 staff shall complete a reevaluation and update to the Person's FBA within 30 days of written request from the Person's SCE, PCPT, or as indicated by the Contractor's monthly summary.
- f. All completed FBA shall be submitted to the Person's SCE upon completion.
- g. The FBA shall be maintained in the Person file.
5. BC1 staff shall be responsible for the development, implementation, and training of the BSP. The BSP shall:
  - a. Emphasize a positive approach with treatment designed to effectively acquire and maintain adaptive behaviors and prevent problem behaviors;
  - b. Be reevaluated every 30 days to analyze the effectiveness of the treatment, including reassessment and adjustment to the BSP as needed;



c. Be documented in writing and shall include:

- (1) Summary or hypothesis statement(s) that clarify the antecedent-behavior-consequence relationships:
  - (a) Describing the critical problem behavior;
  - (b) Predicting the circumstances in which the problem behavior is most likely to occur; and
  - (c) Identifying the function of the problem behavior.
- (2) Baseline data with the date the data was collected;
- (3) Behavioral objectives written in measurable and observable terms;
- (4) Data collection procedures that measure progress toward the BSP objectives that decrease problem behavior and increase replacement behavior;
- (5) Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:
  - (a) Prevention procedures designed to decrease the need for the problem behavior;
  - (b) Planned responses and consequences for when the problem behavior occurs, this includes safety issues and efforts to minimize reinforcement for the problem behavior;
  - (c) Teaching or increasing replacement behaviors; and
  - (d) When appropriate, the BSP shall also address generalization, maintenance, and fading procedures.
- (6) Name and title of the BC1 staff who developed the BSP;
- (7) Name and title of the staff responsible for supervising the implementation of the BSP;
- (8) Graphed data of the primary problem behavior(s) updated at least every 3 months for visual analysis;
- (9) Provision to monitor the implementation of the BSP;

- (10) Provisions for training of family and staff who provide supports to the Person, and
  - (11) Provisions for monthly evaluation of the effectiveness of the BSP, and reassessment of the BSP, as needed.
- d. The BSP shall be completed within 30 days of the completed FBA.
- e. BC1 staff shall complete a reevaluation and update to the Person's BSP within 30 days of written request from the Person's SCE, PCPT, or as indicated by the Contractor's monthly summary.
- f. All completed BSP shall be submitted to the Person's SCE and family, staff, or any other individual involved in the implementation upon completion.
- g. The BSP shall be maintained in the Person's file.
- 6. BC1 staff shall provide consultation, and training on implementation of the BSP to the Person's family, staff, and/or any other individual involved in the implementation of the BSP.
- 7. The Contractor shall create a monthly summary each month, for each Person that receives BC1 services. In addition to the monthly summary requirements pursuant to the general section of this contract, the BC1 monthly summary shall include:
  - a. Name of the staff providing BC1;
  - b. Number of units of BC1 provided;
  - c. Summary of data collected regarding problem behaviors to decrease, replacement behaviors to increase, and other incidents or pertinent information relevant to the BSP. If applicable, include any updates on the progress toward any recommendations from the preceding Monthly Summary;
  - d. An evaluation of the effectiveness of the BSP; and
  - e. Recommendations for changes in the BSP, other needed behavior consultation services, related activities, or a statement that the BSP needs to be continued as written.
- 8. BC1 services may be provided at:
  - a. The Person's residence,
  - b. A programmatic setting, or

- c. Other naturally occurring environment in the community.
- 9. The Contractor shall be the Person's sole provider of all behavior consultation services pursuant to this contract, and prescribed in the Person's PCSP unless prior written approval of an exception has been given by the DHS/DSPD Director.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure:

- 1. The BSP shall NOT include the following:
  - a. Corporal punishment such as slapping, hitting and pinching;
  - b. Demeaning speech to Persons that ridicules or is abusive;
  - c. Seclusion- defined as locked confinement in a room;
  - d. Use electric devices or other painful stimuli to manage behavior;
  - e. Deny or restrict access to assistive technology, except where removal prevents injury to self, others or property; and
  - f. Withhold meal as a consequence or punishment for problem behavior.
- 2. BC1 shall NOT include direct care to the Person;
- 3. BC1 shall NOT include transportation of the Person; and
- 4. BC1 staff shall not develop, revise or evaluate Level II or III intrusive interventions. Level II and Level III intrusive procedure are outlined in DHS/DSPD Administrative Code Rule R539-4.

**D. Specific Staff Qualifications:** The Contractor shall submit to the DHS/DSPD contract staff, documentation of the BC1 staff's specific staff qualifications. Written approval from the DHS/DSPD contract staff is required prior to the BC1 staff providing services. In addition to all staff qualifications identified in General Contractor and Staff Qualifications, as found in Part II. Scope of Work, Section E., of this contract, BC1 staff shall meet specific staff qualifications option 1 or 2 below:

- 1. Option 1 - The BC1 staff shall:
  - a. Have at least one year of experience working with people with ID. RC.ABI;

- b. Have at least a Bachelor's degree in a behaviorally related field; and
- c. Have a current Utah Division of Occupational and Professional Licensing (DOPL) license as either:
  - (1) A Registered Behavior Specialist (RBS); or
  - (2) A Registered Assistant Behavior Specialist (RaBS).

2. Option 2 – The BC1 staff shall:

- a. Have at least one year of experience working with people with ID. RC.ABI;
- b. Have at least a Bachelor's degree in a behaviorally related field; and
- c. Be exempt from DOPL licensure as listed in **Utah Code § 58-61-707** Exemptions from licensure.

**E. Rate:** BC1 is a quarter hour service.

## **BEHAVIOR CONSULTATION II (BC2)**

**A. General Description:** Behavior Consultation II (BC2) provides supports to Persons with serious, non-life threatening behavior by developing behavior interventions that increase the Person's ability to be integrated into the community.

**B. Direct Service Requirements:**

1. BC2 shall be provided to Persons who targeted behavior includes behavior problems such as:
  - a. Mild, significant and persistent aggression;
  - b. Property destruction;
  - c. Eating;
  - d. Toileting;
  - e. Serious self-injurious behavior such as head banging, hand biting, excessive self- rubbing and scratching; or
  - f. Other problem behavior comparable to the listed.
2. BC2 shall be provided to Persons when the target behavior level maybe:
  - a. Emerging;
  - b. Annoying;
  - c. Worrisome;
  - d. Objectionable;
  - e. Singular but not dangerous;
  - f. Interfering with learning;
  - g. Interfering with social relationships;
  - h. Serious and severe, however not potentially life-threatening; or
  - i. Complicated by medical or other factor.
3. BC2 services shall be based on positive behavior supports and applied behavior analysis, and in compliance DHS/DSPD Administrative Code, Rule R539-4.

4. BC2 staff shall complete a Functional Behavior Assessment (FBA) of the Person's target behavior.
  - a. BC2 staff may use different validated assessment tools and processes depending on the individual needs of the Person to complete the FBA.
  - b. The FBA shall be documented in writing, and shall include:
    - (1) Description of the assessment process and the name of a published validated assessment tool used by the BC2 staff;
    - (2) Description of the problem behavior(s) including an operational definition for each target behavior;
    - (3) Prediction of the circumstances in which the problem behavior is most likely to occur;
    - (4) Identification of the function of the problem behavior;
    - (5) Date the assessment was conducted;
    - (6) Level II and Level III intrusive procedure are outlined in DHS/DSPD Administrative Code Rule R539-4. When Level II and Level III intrusive procedures are used:
      - (a) List all specific Level II and III procedures used;
      - (b) Rationale for the use of intrusive procedures; and
      - (c) A plan to discontinue the intrusive intervention over time.
    - (7) Name of the BC2 staff completing the assessment;
    - (8) Name of the respondents or other involved if applicable; and
    - (9) Name of the Person being assessed.
  - c. The initial FBA shall be completed prior to development of the BSP, and within 30 days of approval from DHS/DSPD to provide BC2 services.
  - d. If a FBA is completed when a Person has had a substantial life change such as a new living situation, the FBA shall be reevaluated and updated, as needed, 90 days after the initial FBA has been completed. The reevaluation shall be completed within 30 days.

- e. BC2 staff shall complete a reevaluation and update to the Person's FBA within 30 days of written request from the Person's SCE, PCPT, or as indicated by the Contractor's monthly summary.
  - f. All completed FBA shall be submitted to the Person's SCE upon completion.
  - g. The FBA shall be maintained in the Person file.
5. BC2 staff shall be responsible for the development, implementation, and training of the BSP. The BSP shall:
- a. Emphasize a positive approach with treatment designed to effectively acquire and maintain adaptive behaviors and prevent problem behaviors;
  - b. Be reevaluated every 30 days to analyze the effectiveness of the treatment, including reassessment and adjustment to the BSP as needed;
  - c. Be documented in writing and shall include:
    - (1) Summary or hypothesis statement(s) that clarify the antecedent-behavior-consequence relationships:
      - (a) Describing the critical problem behavior;
      - (b) Predicting the circumstances in which the problem behavior is most likely to occur; and
      - (c) Identifying the function of the problem behavior.
    - (2) Baseline data with the date the data was collected;
    - (3) Behavioral objectives written in measurable and observable terms;
    - (4) Data collection procedures that measure progress toward the BSP objectives that decrease problem behavior and increase replacement behavior;
    - (5) Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:
      - (a) Prevention procedures designed to decrease the need for the problem behavior;

- (b) Planned responses and consequences for when the problem behavior occurs, this includes safety issues and efforts to minimize reinforcement for the problem behavior;
  - (c) Teaching or increasing replacement behaviors; and
  - (d) When appropriate, the BSP shall also address generalization, maintenance, and fading procedures.
- (6) Name and title of the BC2 staff who developed the BSP;
- (7) Name and title of the staff responsible for supervising the implementation of the BSP;
- (8) Graphed data of the primary problem behavior(s) updated at least every 3 months for visual analysis;
- (9) Provision to monitor the implementation of the BSP;
- (10) Provisions for training of family and staff who provide supports to the Person, and
- (11) Provisions for monthly evaluation of the effectiveness of the BSP, and reassessment of the BSP, as needed.
- d. The BSP shall be completed within 30 days of the completed FBA.
- e. BC2 staff shall complete a reevaluation and update to the Person's BSP within 30 days of written request from the Person's SCE, PCPT, or as indicated by the Contractor's monthly summary.
- f. All completed BSP shall be submitted to the Person's SCE and family, staff, or any other individual involved in the implementation of the BSP upon completion.
- g. The BSP shall be maintained in the Person's file.
- 6. BC2 staff shall provide consultation, and training on implementation of the BSP to the Person's family, staff, and any other individual involved in the implementation of the BSP.
- 7. The Contract shall create a monthly summary each month, for each Person that receives BC2 services. In addition to the monthly summary requirements pursuant to the general section of this contract, the BC2 monthly summary shall include:
  - a. Name of the staff providing BC2;



- b. Number of units of BC2 provided;
  - c. Summary of data collected regarding problem behaviors to decrease and replacement behaviors to increase and other incidents or pertinent information relevant to the BSP. If applicable, include any updates on the progress toward any recommendations from the preceding monthly summary;
  - d. An evaluation of the effectiveness of the BSP; and
  - e. Recommendations for changes in the BSP, other needed behavior consultation services, related activities, or a statement that the BSP needs to be continued as written.
8. BC2 services may be provided at:
- a. The Person's residence,
  - b. A programmatic setting, or
  - c. Other naturally occurring environment in the community.
9. The Contractor shall be the Person's sole provider of all behavior consultation services pursuant to this contract, and prescribed in the Person's PCSP unless prior written approval of an exception has been given by the DHS/DSPD Director.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure:

1. The BSP shall NOT include the following:
- a. Corporal punishment such as slapping, hitting and pinching;
  - b. Demeaning speech to Persons that ridicules or is abusive;
  - c. Seclusion- defined as locked confinement in a room;
  - d. Use electric devices or other painful stimuli to manage behavior;
  - e. Deny or restrict access to assistive technology, except where removal prevents injury to self, others or property; and
  - f. Withhold meal as a consequence or punishment for problem behavior.

2. BC2 shall NOT include direct care to the Person; and
3. BC2 shall NOT include transportation of the Person.
4. The Contractor shall immediately stop billing DHS/DSPD, allowing staff to provide BC2, and provide written notification to the DHS/DSPD contract staff under the following conditions:
  - a. The staff has met “Specific Staff Qualification, Option 3 or 4” outlined in this individual service code description; and
  - b. Fails any course of the Assistant Behavior Analyst (BCaBA) course sequence; or
  - c. Takes longer than the stated timeframe pursuant to “Specific Staff Qualification, Option 3 or 4” in this individual service code description, to obtain their BCaBA certification or Utah Division of Occupational and Professional Licensing (DOPL) License as a Licensed Assistant Behavior Analyst (LaBA).

**D. Specific Staff Qualifications:** The Contract shall submit to the DHS/DSPD contract staff, documentation of the BC2 staff's specific staff qualifications. Written approval from the DHS/DSPD contract staff is required prior to the BC2 staff providing services. In addition to all staff qualifications identified in the General Contractor and Staff Qualifications, as found in Part II. Scope of Work, Section E., of this contract, BC2 staff shall meet specific staff qualifications option 1, 2, 3, 4 or 5 below:

1. Option 1 - The BC2 staff shall:
  - a. Have at least one year of experience working with people with ID. RC.ABI;
  - b. Be currently certified through the Behavior Analyst Certification Board (BACB) as an Assistant Behavior Analyst (BCaBA); and
  - c. Have a current Utah Division of Occupational and Professional Licensing (DOPL) License as a Licensed Assistant Behavior Analyst (LaBA).
2. Option 2 – The BC2 staff shall:
  - a. Have at least one year of experience working with people with ID. RC.ABI;
  - b. Have at least a Master's degree in a behaviorally related field; and

- c. Have a current DOPL license as either:
  - (1) A Registered Behavior Specialist (RBS), or
  - (2) A Registered Assistant Behavior Specialist (RaBS).
- 3. Option 3 – The BC2 staff shall:
  - a. Have at least one year of experience working with people with ID. RC.ABI;
  - b. Be a student enrolled and actively engaged in a BACB approved program leading to certification as a BCaBA. Within 24 consecutive months, the student shall:
    - (1) Complete and pass all parts of the BCaBA approved course sequence;
    - (2) Obtain all of the required supervision hours;
    - (3) Apply for the first available BCaBA certification testing date offered by the BCAB;
    - (4) Pass the BCaBA exam;
    - (5) Obtain a BCaBA certification;
    - (6) Obtain DOPL licensure as an LaBA; and
    - (7) Be supervised by a BCBA.
  - c. The Contractor shall submit to the DHS/DSPD contract staff, copies of the BC2 staff's BCaBA certification and DOPL LaBA license within 3 business days of the BC2 staff obtaining them.
  - d. The Contractor shall provide the following documentation to the DHS/DSPD contract staff as evidence the BC2 staff meets this qualification option, the staff's:
    - (1) School transcript or classroom schedule,
    - (2) The staff's supervisor's BCBA certification and contact information; and

- (3) Any other documentation requested by DHS/DSPD evidencing compliance with the above option.

4. Option 4 -The BC2 staff shall:

- a. Have at least one year of experience working with people with ID. RC.ABI; and
- b. Be a student who has completed a BACB approved BCaBA course sequence and is actively accruing supervision hours under the supervision of a BCBA. Within 12 consecutive months the student shall:
  - (1) Complete the required supervision hours;
  - (2) Pass the BCaBA exam;
  - (3) Obtain BCaBA certification; and
  - (4) Obtain DOPL licensure as a LaBA.
- c. The Contractor shall submit to the DHS/DSPD contract staff, copies of the BC2 staff's BCaBA certification and DOPL LaBA license within 3 business days of the BC2 staff obtaining them.
- d. The Contractor shall provide the following documentation to the DHS/DSPD contract staff as evidence the BC2 staff meets this qualification option, the staff's:
  - (1) School transcript or classroom schedule,
  - (2) The staff's supervisor's BCBA certification and contact information; and
  - (3) Any other documentation requested by DHS/DSPD evidencing compliance with the above option.

5. Option 5 – The BC2 staff shall:

- a. Have at least one year of experience working with people with ID. RC.ABI, and
- b. Have at least a Master's degree in a behaviorally related field; and
- c. Be exempt from DOPL licensure as listed in Utah Code § 58-61-707 Exemptions from licensure. The Contractor shall submit to the following to evidence the exemption:

- (1) A letter including the reason for the exemption from DOPL licensure;
- (2) The citation of the code as outlined in Utah Code § 58-61-707 Exemptions from Licensure, which is relevant to the exemption, and
- (3) The relevant DOPL licensure if required with the exemption.

**F. Rate:** BC2 is a quarter hour service.

## **BEHAVIOR CONSULTATION III (BC3)**

**A. General Description:** Behavior Consultation III (BC3) provides supports to Persons with complex, dangerous behavior by developing behavior interventions that increase the Person's ability to be integrated into the community.

**B. Direct Service Requirements:**

1. BC3 shall be provided to Persons whose target behavior includes extremely complex or difficult behavior problems.
2. BC3 shall be provided to Persons when the target behavior level is:
  - a. Dangerous;
  - b. Potentially life- threatening; or
  - c. Resistant to change.
3. BC3 services shall be based on positive behavior supports and applied behavior analysis, and in compliance DHS/DSPD Administrative Code, Rule R539-4.
4. BC3 staff shall complete a Functional Behavior Assessment (FBA) of the Person's target behavior.
  - a. BC3 staff may use different validated assessment tools and processes depending on the individual needs of the Person to complete the FBA.
  - b. The FBA shall be documented in writing, and shall include:
    - (1) Description of the assessment process or the name of a published validated assessment tool used by the BC3 staff;
    - (2) Description of the problem behavior(s) including an operational definition for each target behavior;
    - (3) Prediction of the circumstances in which the problem behavior is most likely to occur;
    - (4) Identification of the function of the problem behavior;
    - (5) Date the assessment was conducted;
    - (6) Level II and Level III intrusive procedure are outlined in DHS/DSPD Administrative Code Rule R539-4. When Level II and Level III intrusive procedures are used:

- (a) List all specific Level II and III procedures used;
    - (b) Rationale for the use of intrusive procedures; and
    - (c) A plan to discontinue the intrusive intervention over time.
  - (7) Name of the BC3 staff completing the assessment;
  - (8) Name of the respondents or other involved if applicable; and
  - (9) Name of the Person being assessed.
- c. The initial FBA shall be completed prior to development of the BSP, and within 30 days of approval from DHS/DSPD to provide BC3 services.
- d. If a FBA is completed when a Person has had a substantial life change such as a new living situation, the FBA shall be reevaluated and updated as needed 90 days after the initial FBA has been completed. The reevaluation shall be completed within 30 days.
- e. BC3 staff shall complete a reevaluation and update to the Person's FBA within 30 days of written request from the Person's SCE, PCPT, or as indicated by the Contractor's monthly summary.
- f. All completed FBA shall be submitted to the Person's SCE upon completion.
- g. The FBA shall be maintained in the Person file.
- 5. BC3 staff shall be responsible for the development, implementation, and training of the BSP. The BSP shall:
  - a. Emphasize a positive approach with treatment designed to effectively acquire and maintain adaptive behaviors and prevent problem behaviors;
  - b. Be reevaluated every 30 days to analyze the effectiveness of the treatment, including reassessment and adjustment to the BSP as needed;
  - c. Be documented in writing and shall include:
    - (1) Summary or hypothesis statement(s) that clarify the antecedent-behavior-consequence relationships:
      - (a) Describing the critical problem behavior;

- (b) Predicting the circumstances in which the problem behavior is most likely to occur; and
    - (c) Identifying the function of the problem behavior.
  - (2) Baseline data with the date the data was collected;
  - (3) Behavioral objectives written in measurable and observable terms;
  - (4) Data collection procedures that measure progress toward the BSP objectives that decrease problem behavior and increase replacement behavior;
  - (5) Behavioral intervention procedures clearly written in detail to ensure consistent implementation by staff/supporters addressing the following areas:
    - (a) Prevention procedures designed to decrease the need for the problem behavior;
    - (b) Planned responses and consequences for when the problem behavior occurs, this includes safety issues and efforts to minimize reinforcement for the problem behavior;
    - (c) Teaching or increasing replacement behaviors; and
    - (d) When appropriate, the BSP shall also address generalization, maintenance, and fading procedures.
  - (6) Name and title of the BC3 staff who developed the BSP;
  - (7) Name and title of the staff responsible for supervising the implementation of the BSP;
  - (8) Graphed data of the primary problem behavior(s) updated at least every 3 months for visual analysis;
  - (9) Provision to monitor the implementation of the BSP;
  - (10) Provisions for training of family and staff who provide supports to the Person, and
  - (11) Provisions for monthly evaluation of the effectiveness of the BSP, and reassessment of the BSP, as needed.
- d. The BSP shall be completed within 30 days of the completed FBA.



- e. BC3 staff shall complete a reevaluation and update to the Person's BSP within 30 days of written request from the Person's SCE, PCPT, or as indicated by the Contractor's monthly summary.
  - f. All completed BSP shall be submitted to the Person's SCE and family, staff, or any other individual involved in the implementation upon completion.
  - g. The BSP shall be maintained in the Person's file.
- 6. BC3 staff shall provide consultation, and training on implementation of the BSP to the Person's family, staff, and/or any other individual involved in the implementation of the BSP.
- 7. The Contract shall create a monthly summary each month, for each Person that receives BC3 services. In addition to the monthly summary requirements pursuant to the general section of this contract, the BC3 monthly summary shall include:
  - a. Name of the staff providing BC3;
  - b. Number of units of BC3 provided;
  - c. Summary of data collected regarding problem behaviors to decrease and replacement behaviors to increase and other incidents or pertinent information relevant to the BSP. If applicable, include any updates on the progress toward any recommendations from the preceding Monthly Summary;
  - d. An evaluation of the effectiveness of the BSP; and
  - e. Recommendations for changes in the BSP, other needed behavior consultation services, related activities, or a statement that the BSP needs to be continued as written.
- 8. BC3 services may be provided at:
  - a. The Person's residence,
  - b. A programmatic setting, or
  - c. Other naturally occurring environment in the community
- 9. The Contractor shall be the Person's sole provider of all behavior consultation services pursuant to this contract, and prescribed in the Person's PCSP unless prior written approval of an exception has been given by the DHS/DSPD Director.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure:

1. The BSP shall NOT include the following:
  - a. Corporal punishment such as slapping, hitting and pinching;
  - b. Demeaning speech to Persons that ridicules or is abusive;
  - c. Seclusion-defined as locked confinement in a room;
  - d. Use electric devices or other painful stimuli to manage behavior;
  - e. Deny or restrict access to assistive technology, except where removal prevents injury to self, others or property; and
  - f. Withhold meal as a consequence or punishment for problem behavior.
2. BC3 shall NOT include direct care to the Person; and
3. BC3 shall NOT include transportation of the Person.
4. The Contractor shall immediately stop billing DHS/DSPD, allowing staff to provide BC3, and provide written notification to the DHS/DSPD contract staff under the following conditions:
  - a. The staff has met “Specific Staff Qualification, Option 3 or 4” outlined in this individual service code description; and
  - b. Fails any course of the Board Certified Behavior Analyst (BCBA) course sequence; or
  - c. Takes longer than the stated timeframe pursuant to “ Specific Staff Qualification, Option 3 or 4” in this individual service code description, to obtain their BCBA certification and Utah Division of Occupational and Professional Licensing (DOPL) License as a Licensed Behavior Analyst (LBA).

**D. Specific Staff Qualifications:** The Contract shall submit to the DHS/DSPD contract staff, documentation of the BC3 staff's specific staff qualifications. Written approval from the DHS/DSPD contract staff is required prior to the BC3 staff providing services. In addition to all staff qualifications identified in the General Contractor and Staff

Qualifications, as found in Part II. Scope of Work, Section E., of this contract, BC3 staff shall meet specific staff qualifications option 1, 2, 3, 4 or 5 below:

1. Option 1 - The BC3 staff shall:
  - a. Have at least one year of experience working with people with ID. RC ABI;
  - b. Be currently certified through the Behavior Analyst Certification Board (BACB) as a BCBA; and
  - c. Have a current DOPL License as a LBA.
2. Option 2 – The BC3 staff shall:
  - a. Have at least one year of experience working with people with ID. RC. ABI;
  - b. Have at least a Doctoral degree in a behaviorally related field; and
  - c. Have a current DOPL Psychologist license.
3. Option 3 - The BC3 staff shall:
  - a. Have at least one year of experience working with people with ID. RC. ABI;
  - b. Be a student enrolled and actively engaged in a BACB approved program leading to certification as a BCBA. Within 30 consecutive months the student shall:
    - (1) Complete and pass all parts of the BCBA approved course sequence;
    - (2) Obtain all of the required supervision hours;
    - (3) Apply for the first available BCBA certification testing date offered by the BCAB;
    - (4) Pass the BCBA exam;
    - (5) Obtain a BCBA certification;
    - (6) Obtain DOPL licensure as a LBA; and
    - (7) Be supervised by a BCBA.

- c. The Contractor shall provide the following documentation to the DHS/DSPD contract staff as evidence the BC3 staff meets this qualification option, the staff's:
    - (1) School transcript and/or classroom schedule;
    - (2) The staff's supervisor's BCBA certification and contact information; and
    - (3) Any other documentation requested by DHS/DSPD evidencing compliance with the above option.
  - d. The Contractor shall submit to the DHS/DSPD contract staff, copies of the BC3 staff's BCBA certification and DOPL LBA license within 3 business days of the BC3 staff obtaining them.
4. Option 4 — The BC3 staff shall:
- a. Have at least one year of experience working with people with ID. RC. ABI; and
  - b. Be a student who has completed a BACB approved BCBA course sequence and is actively accruing supervision hours under the supervision of a BCBA. Within 12 consecutive months the student shall:
    - (1) Complete the required supervision hours;
    - (2) Pass the BCBA exam;
    - (3) Obtain BCBA certification; and
    - (4) Obtain DOPL licensure as a LBA.
  - c. The Contractor shall provide the following documentation to the DHS/DSPD contract staff as evidence the BC3 staff meets this qualification option, the staff's:
    - (1) School transcript and/or classroom schedule,
    - (2) Supervisor's BCBA certification and contact information; and
    - (3) Any other documentation requested by DHS/DSPD evidencing compliance with the above option.

- d. The Contractor shall submit to the DHS/DSPD contract staff, copies of the BC3 staff's BCBA certification and DOPL LBA license within 3 business days of the BC3 staff obtaining them.

5. Option 5 – The BC3 staff shall:

- a. Have at least one year of experience working with people with ID. RC. ABI, and
- b. Have at least a Doctoral degree in a behaviorally related field; and
- c. Be exempt from DOPL licensure as listed in Utah Code §58-61-707, Exemptions from licensure. The Contractor shall provide the following to evidence the exemption:
  - (1) A letter including the reason for the exemption from DOPL licensure;
  - (2) The citation of the code as outlined in Utah Code §58-61-707 Exemptions from Licensure, which is relevant to the exemption, and
  - (3) The relevant DOPL licensure if required with the exemption.

**E. Rate:** BC3 is a quarter hour service.

## **CHORE SERVICES (CHA)**

**A. General Description:** Chore Services (CHA) provides assistance with heavy household chores to help maintain a Person's home in a clean, sanitary, and safe living environment.

**B. Direct Service Requirements:**

1. CHA shall be provided for Persons who are unable to complete heavy household chores on their own, and for whom there are no other natural supports capable of or responsible for providing such services as determined by the Person's PCPT;
2. CHA shall include typically occurring heavy household chores, cleaning and maintenance such as the following:
  - a. Washing floors, walls, and windows;
  - b. Snow removal;
  - c. Lawn care;
  - d. Securing loose rugs and tiles;
  - e. Moving heavy furniture to provide safe access; and
  - f. Other chores comparable to the listed.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure CHA shall **NOT**:

1. Be provided or billed to DHS/DSPD as skills training service for the Person;
2. Be provided or billed to DHS/DSPD if the chore is the responsibility of someone else pursuant to a landlord lease agreement, homeowners association agreement, or other agreement;
3. Be provided or billed to DHS/DSPD for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services;

**D. Specific Service Training Requirements:** In addition to completion and compliance of staff training as identified in the General Staff Training Requirement section pursuant to this contract, the Contractor shall ensure its CHA staff is trained on maintaining a clean, sanitary and safe living environment prior to providing CHA services. The Contractor shall maintain documentation of the training in the staff's employee file.

**E. Rate:** CHA is a quarter hour service.

## COMPANION SERVICES (COM)

- A. General Description:** Companion Services (COM) provides one-on-one non-medical care, support, socialization and supervision for Persons. Companions assist with or supervise household tasks. Occasionally, they may assist with light housekeeping chores necessary for care and supervision of the Person.
- B. Direct Service Requirements:**
1. COM shall be provided to work towards the Person's goal(s) as determined by the Person's PCPT, and shall include activities such as the following:
    - a. Providing socialization for the Person;
    - b. Assistance and supervision for the Person with tasks such as meal preparation, shopping, and laundry;
    - c. Occasional assistance and supervision for the Person with light housekeeping chores;
    - d. Assistance and supervision for the Person in accessing community services and resources, including but not limited to:
      - (1) Finding housing;
      - (2) Applying for Supplemental Nutrition Assistance Program (SNAP) assistance; and
      - (3) Obtaining Social Security benefits.
    - e. Other activities comparable to the listed.
  2. COM includes transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
- C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure COM shall **NOT** be provided or billed to DHS/DSPD for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services;
- D. Rate:** COM is a quarter hour, and/or daily one-to-one (1:1) service. If a Person requires more than six hours of COM services within a 24 hour day, the daily rate shall be used.

## **CUSTOMIZED EMPLOYMENT PLANNING (CEP)**

**A. General Description:** Customized Employment Planning (CEP) provides supports to Persons by developing an individualized employment plan with the Person, focused on the outcome of community-integrated employment consistent with the Person's employment goals.

**B. Direct Service Requirements:**

1. CEP shall achieve an outcome of a customized employment plan (EP) for the Person. The customized EP shall be completed using the DHS/DSPD approved Customized Employment Plan template. The customized EP shall be developed using the information identified about the Person at the completion of Discovery (DCV) service, pursuant to this contract, provided to the Person.
2. The Person's customized EP shall be in writing and shall include:
  - a. List of potential employers;
  - b. Employment portfolio or resume which represents the Person's employment preferences and focused on the Person's strengths, skills, and abilities; and
  - c. Employment development activities that shall provide the Person with employment skills building opportunities based on the Person's identified employment interest areas.
3. CEP staff shall:
  - a. Document and conduct a face-to face meeting with the Person, the meeting shall include:
    - (1) The CEP staff and the Person reviewing and assessing the Person's Discovery profile created during the Discovery (DCV) service provided to the Person;
    - (2) Discussion with the Person on the Person's preference for disclosure of the Person's disability and develop a plan including timing and manner in which to discuss the disability with the employer; and
    - (3) Identifying members and developing an Employment Support Team (EST) with the Person. The EST shall include the Person, individuals who will be supporting the Person during the implementation of the customized EP, and other individuals the Person chooses to be on the EST.



- b. Coordinate and conduct a customized EP development meeting(s) with the Person and the Person's EST. The CEP staff shall ensure meeting minutes are taken and maintained. During the initial customized EP development meeting the CES staff shall:
  - (1) Review and discuss the results of the Discovery (DCV) service provided to the Person with the EST;
  - (2) Identify an EST leader to assist with coordination of the Person's employment development activities;
  - (3) Map out an initial plan for seeking and negotiating customized employment for the Person; and
  - (4) Assign tasks that need to be completed for the development of the customized EP to various members on the EST based on members' strengths, contributions and knowledge of potential employers.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure CES shall **NOT**:

- 1. Include vocational services, activities and strategies in a segregated facility-based setting, sheltered workshop setting, or other comparable settings that are not part of the general community workplaces;
- 2. Be provided or billed to DHS/DSPD for supervision services for the Person;
- 3. Be provided or billed to DHS/DSPD for Persons under the age of 14;
- 4. Be provided or bill DHS/DSPD unless the Contractor is the Person's sole provider of the following employment services:
  - (a) Discovery (DCV);
  - (b) Supported Employment Individual (SEI); and
  - (c) Integrated Community Learning (ICL).

This limitation may be waived with prior written approval from the DHS/DSPD Director;

- 5. Include activities of cooking or laundry, skill development, or other comparable activities focused on home upkeep;

6. Continue to be billed DHS/DSPD or allow staff to continue to provide the service, if the staff is being supervised and has failed any course work leading up to required certification, or has not gained the required certification within the timeframes outline in the Staff Qualification section pursuant to the CEP individual service code description The Contractor shall immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.

**D. Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor and Staff Qualifications, as found in Part II. Scope of Work, Section E. of this Contract, the Contractor shall be an approved vendor with the Utah State Office of Rehabilitation, Vocational Rehabilitation program (USOR/VR).

**E. Staff Qualifications:**

1. The Contractor shall provide documentation evidencing the CEP staff qualifications within three (3) business days of request from DHS/DSPD. In addition to all contractor qualifications identified in the General Staff Training Requirements as found in Part II., Section G. of this Contract, the CEP staff shall:
  - a. Have a current Customized Employment Specialist (CES) certification obtained from a trainer approved by DHS/DSPD and USOR/VR, or
    - (1) Be actively working towards certification as a CES;
    - (2) Complete certification as a CES within 6 month of hire; and
    - (3) Be supervised by a certified CES who is a staff of the Contractor with at least one (1) year experience in providing CEP. Supervision requires the CES to review and document approval of all CEP work.
  - b. Have a minimum of one (1) year experience in providing CEP, or
    - (1) Be actively working towards one (1) year experience in providing CEP;
    - (2) Complete one (1) year experience within one (1) year of hire; and
    - (3) Be supervised by a certified CES with at least one (1) year experience providing CEP. Supervision requires the CES to review and document approval of all CEP work.
  - c. Have a bachelor's degree in a field of study related to economic or community development or,

- (1) Have four (4) years of work experience in a field related to community-integrated employee opportunities for Persons with disabilities within the past five (5) years; and
    - (2) Have completed a writing course within the past five (5) years.
  - d. Have completed 28 hours of Customized Employment Learning Community Technical Assistance from a certified trainer approved by DHS/DSPD and USOR/VR.
- 2. If staff are being supervised and fail the course work or fail to achieve certification within the deadlines established in Section E.1. above, the Contractor shall:
  - a. Not bill DSH/DSD for CEP;
  - b. Not allow this staff to continue to provide the CEP service; and
  - c. Immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.
- F. Specific Training Requirements:** In addition to completion and compliance of staff training as identified in the General Staff Training Requirements as found in Part II. Section G. of this Contract, the Contractor shall ensure its CEP staff completes 10 hours annually of Customized Employment Learning Community Technical Assistance from a certified trainer approved by DHS/DSPD and USOR/VR.

**G. Rate:**

## **DISCOVERY (DCV)**

**A. General Description:** Discovery (DCV) provides an outcome of individualized determinations for successful community integrated employment opportunities for Persons through conducting a discovery process.

**B. Direct Service Requirements:**

1. Prior to providing DCV the Contract shall request, receive, and maintain from the Person's SCE, documentation that this service is not available to the Person under a program funded pursuant to section 110 of the Rehabilitation Act of 1973 or the IDEA (20 U.S.C. 1401 et seq.) or any other public sources available to the individual such as Utah's Workforce Services.
2. The discovery process shall be completed in compliance with one of the following approved discovery process:
  - a. Mark Gold and Associates;
  - b. Griffin-Hammis Associates, or
  - c. Other prior approved by DHS/DSPD and Utah State Office of Rehabilitation, Vocational Rehabilitation (USOR/VR) discovery process.
3. The completed discovery process shall identify the following:
  - a. The Person's strong interests, preferences, and overarching vocational theme that can be related to an array of different job settings and opportunities;
  - b. The Person's strengths and other contributions likely to be valuable to employers or to the community if offered through self-employment; and
  - c. Any conditions necessary for the Person to have successful employment.
4. Photographs and video of the Person evidencing proof of skills, interests, and hobbies shall be taken during the discovery process.
5. DCV staff shall create a digital portfolio and visual resume of the Person's skills and abilities that relevant to employers.
6. DCV shall include completing and recording all worksheets and forms used during the discovery process such as Debriefing Guide, Theme Maps, and Job Analysis Records.

7. DCV shall use activities of typical life to be translated into possibilities for employment or self-employment. DCV may include:
  - a. Reasonable activity costs, as determined by the Person's PCST, related to community-based formal or informal situational assessment;
  - b. Referrals to assistive technology and devices assessment;
  - c. Referrals to benefit education, counseling and planning; and
  - d. Referrals to Vocation Rehabilitation.
8. Transportation:
  - a. DCV shall include routine transportation during the discovery process, and shall be in compliance with all transportation requirements pursuant to this contract.
  - b. DCV shall NOT include providing transportation of Person to and from this service; however MTP may be billed if no other transportation is available and the Contractor provides the Person with transportation to the start or from the end of the service.
9. DCV shall include a minimum of 20 hours of direct service with the Person.
10. DCV is a time-limited service and shall be completed within 60 days of the approval and request from DHS/DSPD to the Contractor for DCV for the Person. Exceptions to this time frame maybe be requested to, and approved by the Person's SCE in writing. Exception shall be awarded when there are uncontrollable circumstances such as illness that delays the discovery process.
11. Within 60 days of the request to the Contractor for DCV for the Person, or within the written approved exception timeframe established by the Person's SCE, the Contract shall submit to the Person's PSCT the following:
  - a. The Person's completed written vocational profile in compliance with the requirements the approved discovery process the Contractor uses, and
  - b. The Person's completed digital portfolio and visual resume.
12. If any elements of the Person's completed written discovery process are determined to be unsatisfactory by the Person's PSCT, the Contractor shall have 14 days to revise unsatisfactory items and re-submit to the Person's PCST.

**C. Specific Service Limitations:** In addition to all the general limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract,, DCV shall **NOT**:

1. Be provided for supporting the Person to participate in volunteering activities;
2. Be provided or billed to DHS/DSPD for vocational services provided in a segregated facility-based sheltered work setting, other comparable settings, or any other work setting that is not part of the community. Interview from staff or co-worker from such work settings may be used in the first 2 weeks of the Discovery Process.
3. Continue to bill DHS/DSPD or allow staff to continue to provide the service, if the staff is being supervised and has failed any course work leading towards required certification, or has not gained the required experience, or certification within the timeframes outline in the Staff Qualifications as found in Section E. below. The Contractor shall immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.

**D. Specific Contractor Qualifications:** In addition to all general contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall be a current vendor with USOR/VR.

**E. Staff Qualifications:** In addition to all general staff qualifications identified in the General Contractor and Staff Qualifications, found in Part II. Scope of Work, Section D of this Contract, the staff shall:

1. Have a current Customized Employment Specialist (CES) certification obtained from a trainer approved by DHS/DSPD and USOR/VR, or
  - a. Be actively working towards certification as a CES;
  - b. Complete certification as a CES within 6 month of hire; and
  - c. Be supervised by a certified CES who is a staff of the Contractor with at least 1 year experience in providing DCV. Supervision requires the CES to review and document approval of all DCV work.
2. Have a minimum of 1 year experience in providing DCV, or
  - a. Be actively working towards 1 year experience in providing DCV;
  - b. Complete 1 year experience within 1 year of hire; and

- c. Be supervised by a certified CES with at least 1 year experience providing DCV. Supervision requires the CES to review and document approval of all DCV work.
  - 3. Have a bachelor's degree in a field of study related to economic or community development or,
    - a. Have 4 years of work experience in a field related to community integrated employee opportunities for Persons with disabilities within the past 5 years; and
    - b. Have completed a writing course within the past 5 years.
  - 4. Have completed 28 hours of Customized Employment Learning Community Technical Assistance from a certified trainer approved by DHS/DSPD and USOR/VR.
- E. Specific Service Training Requirements: In addition to completion and compliance of staff training** as identified in the General Staff Training Requirements, found in Part II. Scope of Work, Section G of this Contract, the Contractor shall ensure its DCV staff completes 10 hours annually of Customized Employment Learning Community Technical Assistance from a certified trainer approved by DHS/DSPD and USOR/VR.
- F. Rate:** DCV is an outcome based payment.

## **DAY SUPPORTS (DS\*) (\* DSA, DSB, and DSC)**

**A. General Description:** Day Supports (DS\*) provides a safe, non-residential, habilitation program to prevent isolation of Persons while provide daily support, and skills building supporting Person's choice of participating in and contribution to their community. DS\* programs may provide supports for an individual Person or groups of Persons, Persons may be adults or children.

### **B. Direct Service Requirements:**

1. DS\* programs shall provide supervision and skills building activities to maintain or improve the Person's functional abilities and life skills. These abilities and life skills may include maintaining or improving the Person's:
  - a. Job readiness skills;
  - b. Dexterity;
  - c. Stamina;
  - e. Memory;
  - f. Personal Safety;
  - g. Interpersonal relation;
  - h. Self-help;
  - i. Communication; and
  - j. Mobility.
2. DS\* shall include assistance to Persons with activities of daily living such as:
  - a. Eating;
  - b. Toileting, continence; and
  - c. Transferring.
3. DS\* programs may be facility based, in the community, or a combination of facility and community based.
4. Staff Ratios:



- a. Staff ratios shall be determined by the DHS/DSPD worksheet and shall be individualized based on the Person's need, with a minimum allowable staff ratio of one (1) staff to six (6) Persons. Staff shall provide supervision and skills building supports to the Persons the staff is responsible for. Supervision requires the staff to provide visual and auditory surveillance to ensure the health and safety of Persons.
  - b. Staff ratio of one (1) staff to one (1) Person (1:1) shall only be considered when the Person's PCPT has documented in the Person's PCSP a need for a 1:1 ration to ensure the health and safety of the Person. 1:1 requires one (1) staff to provide direct supervision to a single Person. Direct supervision requires the staff to provide the Person with uninterrupted visual and auditory surveillance. Pursuant to Section E. Service Code Selection, service code DSC shall be used for any day program which provides one Person with one staff day supports.
5. DS\* program(s) shall be operational on a regular schedule. The DS\* program regularly scheduled operational days and hours may be any day of the week, including weekends, afterschool, or evening. The regular schedule shall include:
  - a. Being operational 30 minutes before the regular scheduled start time of the DS\* program to allow for staggered early arrivals; and
  - b. Being operational as needed after the regular scheduled end time of the DS\* program to allow for staggered late departures.
6. DS\* shall include providing staff, as needed, during transportation provided by the Contractor, including during transportation to and from the DS\* program, to ensure the health and safety of Persons.
7. DS\* includes transportation needs during the DS\* program, and shall be in compliance with all transportation requirements pursuant to this contract. MTP may be provided and billed to DHS/DSPD for transportation provided by the Contractor to the Person to or from the DS\* program.
8. The Contractor shall ensure that at each DS\* program there is a staff that is responsible for the day to day operations of the program.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure DS\* shall **NOT**:

1. Include Day Support Programs that have paid work activities for Persons, if a program includes paid work activities for the Person, the Contractor shall provide

services pursuant an applicable employment service code pursuant to this contract;

2. Be provided or billed on the same day a Person receives Extended Living Supports (ELS);
3. Be provided or billed DHS/DSPD on legal holidays or days of school closure during the normal school year, for Persons who receive Residential Habilitation Supports (RHS);

**D. Specific Service Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualification, found in Part II. Scope of Work, Section D. of this Contract, the Contractor shall:

1. Have and maintain current a Day Treatment License from Department of Human Services, Office of Licensing for each location DS\* is provided for 4 or more Persons; and
2. Have and maintain current a certification from DHS/DSPD for each location DS\* is provided for three (3) or fewer Persons.

**E. Service Code Selection:** DS\* includes DSA, DSB and DSC. The service codes shall be selected using the following conditions:

1. If a Person has routine day support needs that are on average the same amount of hours a day, the Contractor shall use DSA.
2. If a Person has two routine day support needs that are substantially different in the amount of hours needed, the Contractor shall use DSA for the day services that are on average the same amount of hours a day, and use DSB for the day services that are on average the same amount of hours a day, and that are substantially different in the average amount of hours needed in DSA. Substantially different requires at least 1 hour difference of routine day support needs.
3. If a Person has three routine day support needs that are substantially different in the amount of hours needed a day, the Contractor shall use DSA and DSB as outlined in Section E.2. above, and use DSC for day service needs that are substantially different in hours a days than DSA or DSB. Substantially different requires at least 1 hour difference of routine day support needs.
4. If day supports services are provided for one Person with a staff ratio of one (1) staff to one (1) Person DSC shall be used. This condition is not required for a

Person in a group day program that requires a few hours of 1:1 ratio during the group day program. Person

5. DSC shall only be provided and billed as a quarter hour rate.
6. If a Person has day supports needs for DSA, DSB, and DSC as outlined above in E.1,2,3, and 4, on the same day, the Contract may provide DSA, DSB, and DSC on the same day.

**F. Rate:**

1. DSA is a daily rate that may include one (1) or more hours of services per day; the daily rate shall be determined by DHS/DSPD by using the DHS/DSPD worksheet.
2. DSB is a daily rate that may include one (1) or more hours of service per day; the daily rate shall be determined by DHS/DSPD by using the DHS/DSPD worksheet.
3. DSC is quarter hour rate.

## **EXTENDED LIVING SUPPORTS (ELS)**

**A. General Description:** Extend Living Supports (ELS) provides supports and supervision to Persons who receive residential supports services pursuant to this contract. ELS is provided, as needed, during times when Persons are unable to participate in their normal day activities and/or supports.

**B. Direct Service Requirements:**

1. ELS shall be provided to support the Person's goal(s) as determined by the Person's PCPT, and shall include supports such as the following:
  - a. Supervision needs of the Person as determined by the Person's PCPT to ensure the Person's health and safety;
  - b. Assistance with daily living activities such as:
    - (1) Eating,
    - (2) Bathing;
    - (3) Dressing; and
    - (4) Toileting.
2. ELS includes transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
3. ELS shall only be provided to Persons who receive one of the following residential supports:
  - a. Residential Habilitation Supports (RHS),
  - b. Professional Parent Supports (PPS), or
  - c. Host Home Supports (HHS).
4. ELS may be provided under the following conditions:
  - a. Days when the Person does not attend their normal day activities due to sickness, recovery from surgery, school closure, legal holidays, or other reasons and the Contractor has provided the Person's SCE with written documentation of the following:

- (1) All day supports absentee days built into the Person's residential support work sheet have been exhausted, including the dates and reason of the absence from the day support or
- (2) No day supports absentee days have been built into the Person's residential support work sheet.

b. Times of transition between service providers; and

5. The Contractor shall ensure that at each site that ELS services are provided there is a staff that is responsible for the day to day operations of the service.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure ELS shall **NOT**:

1. Be provided or bill to DHS/DSPD for Family and Individual Training, and Preservation Services (TFP) services during the same time a Person receives ELS unless an exceptional care need exists and has been reviewed and approved by the DHS/DSPD director in writing prior to providing TFP.
2. Be provided or billed to DHS/DSPD as the Person's only day services or supports, if a Person does not have a day service program or other day supports and requires 24 hour supervision from the Contractor, the Contractor shall provide and bill for 24 hour HHS, PPS or RHS.

**D. Specific Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D. of this Contract, the Contractor shall have at least one of the following services code in this contract:

1. Residential Habilitation Supports (RHS),
2. Professional Parent Supports (PPS), or
3. Host Home Supports (HHS).

**E. Rate:** ELS is a quarter hour rate for up to 6 hours of ELS a day.

## **Exploration (EXP)**

**A. General Description:** Exploration (EXP) provides employment education and experiences for Persons to make an informed choice about developing integrated community employment goals or choosing to not currently pursue employment.

**B. Direct Service Requirements:**

1. EXP shall only be provided to Persons who are not currently interested in employment and shall achieve an outcome of identifying the Person's specific interests and aptitude for paid integrated community employment.
2. EXP shall be completed using a DHS/DSPD approved Exploration Report Template.
3. EXP shall include education to the Person and the Person's guardian, conservator, and family on employment and increasing expectations of employment. Education shall include:
  - a. Information about benefit planning services which include work incentives for Persons receiving publicly funded benefits such as SSI, SSDI, Medicaid and Medicare;
  - b. Information on supported employment services available including such services through DHS/DSPD and Vocational Rehabilitation (VR);
  - c. Information on the Person's right to choose and pursue employment; and
  - d. Providing information to address any concerns, hesitation or objections regarding the Person obtaining employment.
4. EXP staff shall identify the Person's interests, experiences and skills through assessments and interviews with the Persons and individuals providing supports to the Person.
5. EXP shall include 4(four) or 5 (five) community integrated work experiences including skills transferable to employment. Work experiences shall be in the Person's local area, when possible, and based on the Person's aptitudes interests, experiences, or skills. Work experiences may include scheduled:
  - a. Business tours with employers;
  - b. Informational interview with employers; and
  - c. Job shadowing.

6. Each job experience shall allow time for the EXP staff to:
  - a. Prepare the Person for the participation in the job experience; and
  - b. Debriefing of the experience with the Person after the job experience.
7. The EXP staff shall document in writing a summary of each job experience including the time preparing the Person for the experience and debriefing with the Person after the experience.
8. If the Person is interesting in pursuing employment during EXP the EXP staff shall provide the Person with assistance for an initial appointment for VR services.
9. All elements of EXP shall be completed and documented on the approved DHS/DSPD Exploration Report Template within 90 calendar days from the start of the service. The completed Exploration Report shall be submitted to the Person's SCE no later than 14 calendar days after the completion of the service.
10. EXP shall include transportation of the Person to and from experiences, and shall be in compliance with all transportation requirements pursuant to this contract.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section, found in Part II. Scope of Work, Section J of this contract, the EXP shall **NOT**:

1. Be paid for services prior to the completed Exploration Report being approved by DHS/DSPD;
2. Be provided or billed to DHS/DSPD for more than 40 hours of both direct and indirect service to the Person;
3. Be provided or billed to DHS/DSPD for more than once per a PCSP cycle per Person;
4. Be provided or billed to DHS/DSPD for Persons who are interested in, actively pursuing or are currently employed;
5. Be provided or billed for job experiences in a segregated facility based setting, sheltered workshop setting, or other comparable settings that are not part of the general community workplaces;
6. Be provided or billed to DHS/DSPD for Persons under the age of 14;
7. Be provided or bill to DHS/DSPD unless the Contractor is the Person's sole provider of the following employment services:

- a. Job Development Supports (JDS);
- b. Pre-employment Skills Building (PES);
- c. Supported Employment Individual (SEI); and
- d. Integrated Community Learning (ICL).

This limitation may be waived with prior written approval from the DHS/DSPD Director; and

8. Continue to be billed to DHS/DSPD and the Contractor shall not allow staff to continue to provide the service, if the staff is being supervised and has failed any course work leading up to required certification, or has not gained the required certification within the timeframes outlined in the Staff Qualification section found in Section E below. The Contractor shall immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.

**D. Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor and Staff Qualifications found in Section, as found in Part II. Scope of Work. Section E of this contract, the Contractor shall be an approved vendor with USOR/VR.

**E. Staff Qualifications:** The Contractor shall provide documentation evidencing the EXP staff qualification within 3 business days of request from DHS/DSPD. In addition to all contractor qualifications identified in the General Contractor Qualifications section pursuant to this contract, the EXP staff shall meet specific staff qualifications options 1 or 2 below:

Option 1, the EXP staff shall:

1. Have 1 year current, with in the past 5 years, work experience providing supports to Persons with ID, RC and or ABI;
2. Have a Bachelor's degree in a field of study related to employment or have 4 years current, with in the past 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment; and
3. Have a current ACRE certification.

Option 2, the EXP staff shall:

1. Have 1 year current, with in the past 5 years, work experience providing supports to Persons with ID, RC or ABI;



2. Have a Bachelor's degree in a field of study related to employment or have 4 years current, with in the past 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment;
3. Be enrolled, and actively engaged in course work leading up to ACRE certification;
4. Be ARRE certificated within 6 months of hire to provide EXP; and
5. Be supervised by a qualified EXP staff that has a current ACRE certification. Supervision requires review and document approval of all EXP work.

**F. Specific Training Requirements:** In addition to all staff training requirements identified in the General Training Requirement section pursuant to this contract, the EPX staff shall complete initial DHS/DSPD supported employment online training within 30 days of hire.

**E. Rate:**

## **HOST HOME SUPPORT (HHS)**

**A. General Description:** Host Home Support (HHS) provides a community integrated, home-like residential setting with a family providing supports and services to adult Persons.

**B. Direct Service Requirements:**

1. Persons receiving HHS shall be 18 or older.
2. The HHS family shall provide the following supports to the Person:
  - a. Daily supports to maintain the Person's health and safety;
  - b. Assistance with activities of daily living such as:
    - (1) Feeding;
    - (2) Dressing;
    - (3) Bathing;
    - (4) Toileting; and
    - (5) Transferring.
  - c. Habilitation;
  - d. Supervision;
  - e. Skills building and assistance to acquire, retain and improve skills related to:
    - (1) Living independently as possible,
    - (2) Participating in community settings of their choice, and
    - (3) Avoiding isolation in their homes and community.
  - f. Assistance to access to community services such as obtaining assistance from community and government organizations, including but not limited to finding housing, applying for Supplemental Nutrition Assistance Program (SNAP) and obtaining Social Security benefits; and
  - g. Support of the Person's goals and objectives in their PCSP.

3. The Contractor shall ensure the HHS home:
  - a. Is integrated in the community and supports the Person having access to the community;
  - b. Is physically accessible for the Person;
  - c. Allows for the Person to optimize autonomy, independence in making life choices, and facilitate choice and control of their own schedule, including access to food and visitors;
  - c. Allows for the Person to have freedom and choice to decorate their personal space;
  - d. Allows for the Person to have privacy, dignity, respect and freedom from coercion and restraint; and
  - e. Selected by the Person, including ensuring all residential setting options have been offered to the Person;
4. HHS includes transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
5. HHS includes respite for the HHS family in the rate included to the Contractor. The minimum amount of respite hours shall be documented in the DHS/DSPD HHS worksheet. If a HHS family requires more hours of respite, the rate paid to the family shall be negotiated between the Contractor and the HHS family. The Contractor shall not be required to complete a new DHS/DSPD HHS worksheet. The Contractor shall:
  - a. Provide respite to the HHS family in compliance with the respite services pursuant to this Contract; and
  - b. Document respite hours provided to the HHS.
6. The Contractor shall provide ongoing supervision, training, technical assistance, and supports to the HHS family. The Contractor shall document and provide a minimum of 12 hours monthly support in the HHS home from staff that is not part of the HHS family. This requirement may be waived with prior written approval from the DHS/DSPD Division Director.
7. The Contractor shall create and maintain an inventory of the Person's belongings. The inventory shall be maintained in the Person's file and shall include:
  - a. Written documentation of all items, the date the inventory was complete, and the name of the staff that completed the inventory;

- b. The Person's belongings that have significant value to the Person;
  - c. The Person's belongings with a purchase value of \$50.00 or more;
  - d. New items added as received by the Person; and
  - e. Discarded items removed, including written documentation for the reason of discard and signature from the Person or their legal guardian.
8. The Contractor shall conduct and have written documentation of quarterly evacuation drills with Persons and staff at each site HHS is provided.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure HHS shall **NOT**:

- 1. Act as a conservator or representative payee under the approval of the Social Security Administration for the Person;
- 2. Have custody or guardianship of the Person;
- 3. Provide services for more than two (2) Persons per home unless there is prior written approval from the DHS/ DSPD Director. Approval shall not be given for more than three (3) Persons to receive HHS in the same home;
- 4. Provide HHS services to Person in the home of an immediate relative (mother, father, or sibling) or legal guardian;
- 5. Bill DHS/DSPD for Persons in the custody of the State of Utah;
- 6. Provide HHS and Professional Parent Supports (PPS) in the same home at the same time without prior written approval from the DHS/DSPD Division Director; and
- 7. Provide or bill DHS/DSPD for Family and Individual Training and Preservations Services (TFP), unless an exceptional care need exists that has been reviewed and approved by the DHS/DSPD director in writing prior to providing the service.

**D. Specific Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall:

- 1. Prior to providing HHS, conduct an initial and thereafter annual inspection and certify each home HHS services are provided to ensure the home is safe and meets the Person's needs as outlined in the Person's PCSP. The certification shall be in writing, and include:

- a. Name of the Person;
  - b. Location of the HHS home;
  - c. Date of the inspection;
  - d. Name of the staff conducting the inspection, the inspector shall not be the HHS staff; and
  - e. Finding and resolution to any corrective action.
2. Document and maintain current record of HHS certification at each site HHS services is provided.
- E. Specific Staff Qualifications:** In addition to all contractor qualifications identified in the General Contractor and Staff Qualifications, found in Part II. Scope of Work, Section D of this Contract, the HHS staff shall be at least 21 years of age.
- F. Specific Service Training Requirements:** In addition to completion and compliance of staff training as identified in the General Staff Training Requirements, found in Part II. Scope of Work, Section G of this Contract, the Contractor shall ensure and have written documentation of quarterly training to the HHS staff and Person(s) on evacuation produces and drills at each site HHS is provided.
- G. Rate:** HHS is a daily rate that shall be determined by the DHS/DSPD HHS worksheet and shall be based on the Person's need.

## **HOMEMAKER SERVICES (HSQ)**

**A. General Description:** Homemaker Services (HSQ) provides general light household duties to help maintain a Person's home in a clean and safe environment.

**B. Direct Service Requirements:**

1. HSQ shall be provided for Persons that are unable to complete such duties on their own, and for whom there are no other natural supports capable of or responsible for providing such services, or when the individual regularly responsible for such duties is temporarily absent or no longer able to perform them as determined by the Person's PCPT;
2. HSQ shall include general homemaker services such as the following:
  - a. Meal preparation;
  - b. Cleaning dishes;
  - c. Laundry;
  - d. Cleaning bathroom(s);
  - e. Dusting;
  - f. Vacuuming;
  - g. Sweeping; and
  - h. Other duties comparable to the listed.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure HSQ shall **NOT**:

1. Be provided or billed to DHS/ DSPD as skills training services for the Person.
2. Provide or bill for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Specific Service Training Requirements:** In addition to completion and compliance of staff training as identified in the General Staff Training Requirement section pursuant to this contract, the Contractor shall ensure its HSQ staff is trained on maintaining a clean, sanitary and safe living environment prior to providing HSQ services.

**E. Rate:** HSQ is a quarter hour service.

## **INTEGRATED COMMUNITY LEARNING (ICL)**

**A. General Description:** Integrated Community Learning (ICL) provides Persons with training and opportunities to build interests, and develop skills required for community-integrated employment consistent with the Person's employment goals.

**B. Direct Service Requirements:**

1. ICL shall be provided with a ratio of 1 staff to up to groups of 3 Persons. Persons in the group shall have similar interests, preferences and community-integrated goals. If a Person needs enhanced staffing the Contractor shall have a completed, approved DHS/DSPD form 930 prior to billing or providing ICL with enhanced staffing. Enhanced staffing means a Person needs a staff ratio of 1:1.
2. ICL shall be provided in the community.
3. ICL shall include and have an outcome of Persons:
  - a. Building and strengthening social and communications skills of the Person;
  - b. Building and strengthening relationships with individuals without disabilities, in the community who may have the same interests as Persons and are not paid to be with the Person;
  - c. Creating connections and networking with individuals in the community who can both provide assistance and support to the Person in developing and obtaining community integrated employment for Persons seeking employment;
  - d. Creating and building relationships and networking with individuals in the community to increase Persons' natural unpaid support system;
  - e. Creating and building a meaningful connection to the community for Persons. This may include supports to participate in and join community activities that individuals without disabilities also participate in as part of their meaningful life. Such community activities may include:
    - (1) Recreational, social, educational, cultural, spiritual and athletic activities;
    - (2) Community associations;
    - (3) Community clubs;
    - (4) Places of worship,

- (5) Community membership-based groups;
  - (6) Volunteering; and
  - (7) Other activities comparable to the listed.
- f. Learning, practicing and applying skills that promote greater independence and inclusion in the community including skill in arranging and using public transportation.
- 4. ICL activities shall include supports and opportunities for the Person to engage and participate in regularly scheduled, daytime, nighttime or weekend community activities that the Persons chooses, or activates that support the Persons' interests and goals of community integration, involvement and exploration. If Persons are seeking to obtain community integrated employment, the activities shall support Persons employment goals. Supports may include:
  - a. Money management and budgeting to facilitate participation in community activities;
  - b. Building and strengthening the Person's self-determination and self-advocacy skills and experiences. This may include participation in self-advocacy organizations and activities;
  - c. Increase problem solving skills to maximize Persons ability to participate in activities independently or with natural supports; and
  - d. Develop and maintain a meaningful social life that offers opportunities for personal growth, independence and natural supports.
- 5. ICL staff shall coordinate and support all other staff involved in the development or implementation of employment services for Persons. Such coordination and support may include providing written documentation of assessments or processes to identify Persons interests, desired employment goals, preferences, and supports needed.
- 6. ICL may include supports to participate in retirement activities for Persons over the age of 65 or medically-determined necessary to retire before the age 65.
  - (1) Activities shall be in the community and include participation from individuals without disabilities.
  - (2) Activities shall be based on the Persons choice or supports Persons interests.



- (3) The ICL staff shall provide Persons and their PCPT with a list of all senior services and activities in the Persons' community.
  - (4) Accommodations shall be provided in the community for rest and break times, and personal assistance and nursing needs of Persons as determined by the PCPT.
- 7. Transportation:
  - a. ICL shall include routine transportation, and shall be in compliance with all transportation requirements pursuant to this Contract.
  - b. ICL shall NOT include providing transportation of Persons to and from this service; however MTP may be billed if no other transportation is available and the Contractor provides Persons with transportation to or from service activities.
- 8. ICL shall include needed supports for the Person, such as assistance of daily living activities.
- 9. The Contractor shall ensure Persons of working age seeking to obtain or maintain community-integrated employment shall meet with the Person's PCPT bi-annually within the Person's PCSP cycle to review the Person's employment goals.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure ICL shall **NOT**:

- 1. Be provided or billed to DHS/DSPD in the following settings:
  - a. Person's residence;
  - b. Contractor or staff's residence;
  - c. Publicly or privately owned inpatient treatment facilities;
  - d. On the grounds or, or immediately adjacent to a public institution providing services to Persons; or
  - e. Segregated facility based setting, sheltered workshop setting, or other comparable settings that are not part of the general community.
- 2. Be an alternative to integrated employment;

3. Be provided or billed to DHS/DSPD for Persons of working age for more than 9 months if the Person decides to continue seeking integrated-community employment;
4. Be provided or billed to DHS/DSPD for groups of Persons exceeding 3 Persons; and
5. Be provided or billed to DHS/DSPD for supporting the Person to participate as a volunteer in a for-profit organization or business owned by the Contractor, or to benefit the Contractor.

**D. Specific Contractor Qualifications:** In addition to all general contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall be a current vendor with Utah State Office of Rehabilitation, Vocational Rehabilitation (USOR/VR).

**E. Specific Training Requirements:** In addition to all training requirements identified in the General Staff Training Requirements, found in Part II. Scope of Work, Section G. of this Contract, the ICL staff shall complete specific training requirements within 30 days of hire or before providing services to Persons. Specific training requirements include training in the following areas:

1. How to be a community advocate;
2. How to facilitate development of social roles in the community;
3. How to creating, build and maintain natural community non-paid supports for the Person; and
4. How to assist and support other staff developing and implementing employment services for the Person.

**F. Rate:** ICL is a daily rate that shall be determined by the DHS/DSPD HHS worksheet and shall be based on the Person's need.

## **JOB DEVELOPMENT SUPPORTS (JDS)**

**A. General Description:** Job Development Supports (JDS) provides supports developing job experiences and opportunities for Persons who are seeking to obtain initial, or new community integrated employment, or advance in current employment.

**B. Direct Service Requirements:**

1. JDS shall achieve an outcome of the Person obtaining initial, or new community integrated employment, or advancement in current employment consistent with the Person's employment goals as identified in the Person's PCSP.
2. JDS may be provided to the Person one (1) time during the Person's annual PCSP cycle. JDS shall be provided to the Person for up to 75 hours of service and shall be concluded within nine (9) months.
3. If need, up to 10 hours of the allowed 75 hours of service may be used to review, and reassessment the Person's employment documents and the Person. The JDS staff shall have written documentation of the review and reassessments completed, and a conclusion summary of the review. The review shall be completed within 15 business days of the service starting.
4. JDS shall include the development, implementation, and training on job strategies. Development of job strategies shall include:
  - a. Job site, and actual job analysis. Analysis shall be completed by visiting community employment sites to observe and conduct interviews, and identifying job tasks, or work flow improvement that may create job task opportunities for the Person consistent with the Person's employment goals.
  - b. Development and coordination of job shadowing experiences for the Person. Job shadowing shall include the Person visiting a business to observe essential functions of occupational areas of interest to the Person. Job shadowing shall provide a realistic view of one or more positions. Experiences may vary in time from, (one) 1 hour to a full day, depending on the amount of time employers can provide, as well as the Person's level of interest.
  - c. Development and coordination of paid community integrated, internships, temporary or seasonal work experiences for the Person in compliance with the Person's employment goal. These work experiences are limited to no more than 120 days for each experience. Each work experience shall

include observation and assessment of the Person's interpersonal skills, work behaviors and vocational skills.

- d. Analysis and coordination of worksite accessibility and accommodation that allow the Person to obtain maintain or enhance employment. The JDS staff shall:

- (1) Identify reasonable worksite accommodations and accessibilities need for the Person. This may include the need to purchase or modify equipment; and
- (2) Coordinate with the employer, DHS/DSPD, Utah State Office of Rehabilitation/ Vocational Rehabilitation (USOR/VR), and other resources to assure the Person receives needed accommodations and accessibilities.

- 5. The JDS staff may provide supports to the Person during job shadowing and work experiences if required to complete the job development strategies.
- 6. The JDS staff shall coordinate job shadowing and work experience with other staff to support the Person during the experience. The supporting staff shall provide written documentation detailing the experience to the JDS staff within (three) 3 business days after the end of the experience.
- 7. The JDS shall complete the development of the initial job strategies for the Person within 30 days of the request and approval from DHS/DSPD to provide JDS services, and shall provide written documentation of the strategies to the Person's SCE within the same timeframe.
- 8. The JDS staff shall meet face to face with the Person at least weekly to asses if the service is providing the supports the Person needs. The assessment shall be documented in writing and shall be completed in time for the Contractor to submit the weekly assessments with the Contractor's monthly summary. The assessment shall include:
  - a. Assessment of and the Person's progress on each job strategy. If the Person is not making progress the JDS staff shall reevaluate the job strategies. The reevaluation shall include:
    - (1) Assessing and documenting changes to the job strategies needed for the Person to successfully obtain employment or a statement that the job strategies shall be continued as is; and

- (2) Recommendations, if any, of other employment services the Person may need.
  - b. All other relevant information discovered during the meeting; and
  - c. Assessment of the Person's completed experiences identified in the job strategies.
8. Transportation:
- a. The JDS staff shall provide training and assistance to the Person on accessing transportation, such as fixed bus/Trax routes and paratransit independently;
  - b. JDS shall include routine transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
  - c. JDS shall NOT include providing transportation of Person to and from experiences included in the service; however MTP may be billed if no other transportation is available and the Contractor provides the Person with transportation to or from experiences.
9. The Contractor shall create a monthly summary each month, for each Person that receives JDS services. In addition to the monthly summary requirements pursuant to the general section of this contract, the JDS monthly summary shall include:
- a. JDS activities;
  - b. Name(s) of the staff providing the service, and supporting the Person during implementing elements of job strategies; and
  - c. The JDS staff weekly assessments.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure JDS shall **NOT**:

- 1. Be billed to DHS/DSPD during times of JSB related experiences provided by support staff that is not the JSB staff. The Contract shall use the appropriate DHS/DSPD individual service code to bill based on the support the staff is giving the Person during the related experience;
- 2. Include supports for volunteering experiences for the Person;
- 3. Include vocational services or experiences in a segregated facility based setting, sheltered workshop setting, or other comparable settings that are not part of the general community workplaces;

4. Be billed or provide to DHS/DSPD for supporting paid employment in a business enterprise owned or operated by the Contractor or any related party to the Contractor;
5. Be provide or billed to DHS/DSPD for Persons under the age of 14;
6. Be provided or bill DHS/DSPD unless the Contractor is the Person's sole provider of the following employment services:
  - (a) Exploration;
  - (b) Pre-employment Skills Building (PES);
  - (c) Supported Employment Individual (SEI); and
  - (d) Integrated Community Learning (ICL).

This limitation may be waived with prior written approval from the DHS/DSPD Director.

7. Include internships for the Person, if the internship is with the Contractor;
8. Include activities of cooking or laundry, skill development, or other comparable activities focused on home upkeep;
9. Be provided or billed to DHS/DSPD for the supervision of Persons in an environment that includes Persons for the primary purpose of producing good or performing services provided in a sheltered workshop; and
10. Continue to be billed DHS/DSPD or allow staff to continue to provide the service, if the staff is being supervised and has failed any course work leading up to required certification, or has not gained the required certification within the timeframes outline in the Staff Qualification section pursuant to the JDS individual service code description The Contractor shall immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.

**D. Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications section pursuant to this contract, the Contractor shall be an approved vendor with USOR/VR.

**E. Staff Qualifications:** The Contractor shall provide documentation evidencing the JDS staff qualification within 3 business days of request from DHS/DSPD. In addition to all contractor qualifications identified in the General Contractor Qualifications section pursuant to this contract, the JDS staff shall meet specific staff qualifications options 1 or 2 below:

1. Option 1, the JDS staff shall:
  - a. Have (one) 1 year current, with in the past (five) 5 years, work experience providing supports to Persons with ID, RC and or ABI;
  - b. Have a Bachelor's degree in a field of study related to employment or have (four) 4 years current, with in the past (five) 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment; and
  - c. Have a current Association of Community Rehabilitation Educators (ACRE) certification.
2. Option 2, the JDS shall:
  - a. Have (one) 1 year current, with in the past (five) 5 years, work experience providing supports to Persons with ID, RC or ABI;
  - b. Have a Bachelor's degree in a field of study related to employment or have (four) 4 years current, with in the past (five) 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment;
  - c. Be enrolled, and actively engaged in course work leading up to ACRE certification;
  - d. Be ARRE certificated within (six) 6 months of hire to provide JDS; and
  - e. Be supervised by a qualified JDS staff that has a current ACRE certification. Supervision requires review and document approval of all JDS work.

**F. Specific Training Requirements:** In addition to all staff training requirements identified in the General Training Requirement section pursuant to this contract, the JDS staff shall complete initial DHS/DSPD supported employment online training within 30 days of hire.

**E. Rate:**

## **MOTOR TRANSPORTATION PAYMENT (MTP)**

- A. General Description:** Motor Transportation Payment (MTP) service provides transportation for Persons to and from Persons' day supports, or employment services pursuant to this contract.
- B. Direct Service Requirements:** In addition to all transportation requirements pursuant to this contract, the Contractor shall:
1. Ensure and be responsible for the Persons health and safety while transporting the Person;
  2. Ensure the Person arrives on time, at the scheduled time and destination. If situations occur that may affect the Person arriving safely at the scheduled time and destination, the Contractor shall provide assistance to the Person, and arrange for other transportation and ensure the service is delivered;
  3. Have current accurate transportation records, including:
    - a. Name of driver;
    - b. Name of Person(s), or Person(s) personal identification number (PID);
    - c. Purpose of travel;
    - d. Date, beginning time and end time of travel; and
    - e. Beginning and ending location, including address.
- C. Specific Service Limitations** In addition to all the general limitations identified in the General Service Limitations, as found in Part II. Scope of Work, Section J of this Contract, MTP shall **NOT**:
1. Be billed to DHS/DSPD if other options for transportation are available;
  2. Be billed to DHS/DSPD for transportation to or from other services pursuant to this contract when transportation is including in the service as identified in individual service code descriptions;
  3. Be billed to DHS/DSPD for days exceeding the number of days billed for the Person for day supports, or employment services pursuant to this contract; and
  4. Be billed to DHS/DSPD for youth in the custody of the State of Utah, Division of Child and Family Services.
- D. Rate:** MTP is a per trip rate with a limit of 2 trips per day.



## **PERSONAL ASSISTANCE SERVICE (PAC)**

- A. General Description:** Personal Assistance Service (PAC) provides personal assistance and supportive services specific to the needs of the Person. The Person shall be medically stable, and be capable of directing their own care or has a surrogate available to direct their care. PAC shall reinforce a Person's strengths, while substituting or compensating for the absence, loss, diminution, or impairment of physical or cognitive functions.
- B. Direct Service Requirements:**
1. PAC shall be provided on a regularly scheduled basis as determined by the Person's PCPT and as specified in the Person's PCSP.
  2. PAC shall include activities of daily living care, such as:
    - a. Eating;
    - b. Bathing;
    - c. Dressing;
    - d. Toileting;
    - e. Transferring;
    - f. Assistance for accessing community services; and
    - g. Other activities comparable to the listed.
  3. PAC shall include assistance with chore and homemaker activities.
  4. PAC includes transportation, and shall be in compliance with all transportation requirements pursuant to this Contract.
- C. Rate:** PAC is a quarter hour, and daily one-to-one (1:1) service. If a Person requires more than eight hours of PAC services with in a 24 hour day, the daily rate shall be used.

## **PERSONAL BUDGET ASSISTANCE**

**A. General Description:** Personal Budget Assistance (PBA) provides support to Persons with personal financial matters.

**B. Direct Service Requirements:**

1. The Contractor shall ensure Persons have access to and control over personal funds to the greatest extent possible based on Person's need and as determined by the PCPT. The Contractor may restrict the Person's access or allowable spending limits, pursuant to this contract, if the Contractor has received prior written approval from its Human Rights Committee and the Person's SCE.
2. PBA staff shall manage the Person's major personal business affairs, including ensuring the Person's personal funds are used for the correct purpose they are intended for. Major personal business affairs include the Person's personal funds, checking and savings account or other financial matters related to supplemental income.
3. PBA shall include providing the Person training, assistance, support, and opportunities to manage finances to the maximum extent possible including:
  - a. Financial resources;
  - b. Savings;
  - c. Retirement;
  - d. Earnings;
  - e. Fund monitoring;
  - f. Paying monthly expenses;
  - g. Budget creation and management;
  - h. Tax and fiscal record keeping;
  - i. Filing and fiscal interaction on behalf of the Person; and
  - j. Other item comparable to the listed.
4. When a Person purchases an item or multiple items that total over \$35.00, the Person and the staff with the Person shall both sign the receipt.
5. If a pay card system is used in the implementation of PBA, the Contractor shall ensure the pay card system is under the supervision of an accredited financial institution.

6. Petty Cash: The Contractor shall:
  - a. Ensure the petty cash fund does not exceed \$50.00 cash without prior written documentation of approval from the Person's PCPT; and
  - b. Maintain a current record of the Person's petty cash account. The record shall include written documentation of all deposits and withdrawals to/from the petty cash account.
7. The Contractor shall maintain the Person's financial record, and ensure the financial record allows for an external review and validation. The financial record shall include:
  - a. Accurate information and documentation of all funds deposited on behalf of the Person;
  - b. Deposits and with draws listed by category of food, shelter, clothing, medical care, and personal comfort items;
  - c. Signed purchase receipts of items over \$35.00;
  - d. Reconciled monthly bank statements that include pre-transaction account balances;
  - e. Checking/saving account if applicable;
  - f. Electronic bank transfers, if applicable;
  - g. Pay card record, if applicable;
  - h. Petty cash record; and
  - i. Any other financial records that pertain to the Person.
8. The Person's personal financial record shall be reviewed at least monthly by administrative staff NOT authorized to make expenditures on behalf of the Person. The review shall ensure compliance to PBA requirements including bank statement reconciliation and receipt validation. Written documentation of the review and the results of the review shall be maintained with the Person's financial record and a copy shall be submitted to the SCE within 45 days after the end of the month.
9. The Contractor shall review the Person's financial records with the Person at least monthly. This review is separate from the administrative review and should include a review of all deposits, expenditures, savings, etc.

10. At least one quarterly review each year by a third person to ensure accuracy of monthly reviews as outlined in Section B.8.-9. above.
11. The handling of the Person's personal funds shall be documented in a way that is not harmful or embarrassing to the Person.
12. The Contractor shall be responsible to repay the Person's funds due to misuse or neglect including overdraft charges.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall **NOT**:

1. Provide or bill DHS/DSPD for PBA unless no other financially competent adult is willing to take on the representative or protective payee responsibilities;
2. Exceed an allowance of \$50.00 a week of personal funds to the Person without prior written documentation of approval from the Person's PCPT; and
3. Use the Automatic Teller Machine (ATM) for transactions.

**D. Specific Contractor Qualification:** In addition to the contractor requirements identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Qualifications section pursuant to this contract, the Contractor shall have a completed, approved DHS/DSPD Voluntary Financial Support Agreement, form 1-3 for each Person it provides PBA services to.

**E. Rate:** PBA is a quarter hour service.

## **PRE EMPLOYMENT SKILL BUILDING (PSB)**

**A. General Description:** Pre Employment Skills Building (PSB) provides the development, supervision and training of implementation of a pre-employment plan (PEP) for Persons seeking to obtain community integrated employment.

**B. Direct Service Requirements:**

1. PSB shall have the following outcomes:
  - a. The Person is provided learning and paid work experiences in integrated community environments including paid and unpaid internships. These experiences shall be in an environment where the Person can develop general, employment specific strengths and skills; and
  - b. The Person shall obtain community integrated employment.
2. PSB staff shall develop a PEP for the Person. Different assessment tools and processes may be used, depending on the Person's needs. The name and type of assessment tools and processes shall be documented in the PEP. Assessment and processes used in the development of the PEP shall be prior approved by DHS/DSPD. The DHS/DSPD PEP template shall be used for the completed PEP.
3. The completed PEP shall be writing and clearly document all required elements. The elements required in the PEP include:
  - a. Positive approach supports designed to acquired and maintain skills needed for the Person to obtain community integrated employment;
  - b. Identification of the Person's marketable and transferable skills;
  - c. Evaluation and implementation strategies of/for the use of assistive technology and devices that could facilitate success in community integrated employment for the Person;
  - d. Strategies of employment-focused soft skills training opportunities for the Person;
  - e. Strategies for the advancement of the Person's vocational skills;
  - f. Data collection processes and procedures that measure the Person's progress toward the PEP objectives;
  - g. Name and title of the PEP staff who developed the PEP; and
  - h. Name(s) of the staff responsible for the supervision and implementation of the PEP.

4. The PEP shall be completed and submitted to the Person's SCE within 30 days of the request and approval from DHS/DSPD to provide PSB.
5. The PSB staff shall train all individuals involved in the supervision and implementation of the PEP.
6. The PSB staff shall review the PEP monthly. The review shall be documented in writing and completed in time for the review to be submitted with the Contractor's monthly summary. The review shall include:
  - a. Include an assessment of the Person's progress towards gaining skills and obtaining community integrated employment. If the Person is not making progress the PSB staff shall reevaluate the PEP. The reevaluation shall include:
    - (1) Assessing and documenting changes to the PEP needed for the Person to successfully obtain employment, including related activities or a statement that the PEP shall be continues as it;
    - (2) Recommendations, if any, of other employment services the Person may need; and
    - (3) Provide training to all individuals involved in the supervision and implementation of the PEP, as needed based on the outcome of the review.
  - b. All other relevant information discovered during the review.
7. The Contract shall create a monthly summary each month, for each Person that receives PSB services. In addition to the monthly summary requirements pursuant to the general section of this contract, the PSB monthly summary shall include:
  - a. PSB service activities, and PEP activities;
  - b. Name(s) of the staff providing the service, and implementing elements of the PEP;
  - c. The PSB staff monthly review; and
  - d. An evaluation of the effectiveness of the PEP.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure PSB shall **NOT**:

1. Include internships for the Person, if the internship is with the Contractor;
2. Include activities of cooking or laundry, skill development, or other comparable activities focused on home upkeep;
3. Be provided or billed to DHS/DSPD for support to Persons for volunteering as a benefit to the Contractor;
4. Be provided or billed to DHS/DSPD for the supervision of Persons in an environment that includes Persons for the primary purpose of producing good or performing services, including services provided in sheltered;
5. Be provided or billed to DHS/DSPD for Persons under the age of 14;
6. Be provided or bill DHS/DSPD unless the Contractor is the Person's sole provider of the following employment services:
  - a. Exploration;
  - b. Job Development;
  - c. Supported Employment Individual; and
  - d. Integrated Community Learning.

This limitation may be waived with prior written approval from the DHS/DSPD Director.

7. Be provided or billed to DHS/DSPD for more than twenty-four (24) cumulative months. If the Person has not obtained community integrated employment within the allowed timeframes for PSB, the Contractor shall meet with the Person's PCPT and reevaluate if this service is providing the Person with the supports needed. The Person may be approved for a second 24 cumulative months of PSB with prior written approval from the Person's SCE and only under the following conditions:
  - a. The Person has been terminated from their community integrated employment;
  - b. The Person has experienced a significant gap in employment due to health or mental health issues;
  - c. The Person has obtained community integrated employment, however the Person would like to increase their employment hours and receiving PSB will provide support to the Person to obtain more hours of employment; or

- d. The Person is actively engaged in seeking community integrated employment, and PSB will provide support to the Person to maintain skills and obtain employment.
8. Continue to bill DHS/DSPD or allow staff to continue to provide the service, if the staff is being supervised and has failed any course work leading up to required certification, or has not gained the required certification within the timeframes outline in the Staff Qualification section pursuant to the PSB individual service code description The Contractor shall immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.

**D. Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications section pursuant to this contract, the Contractor shall be an approved vendor with USOR/VR.

**E. Staff Qualifications:** The Contractor shall provide documentation evidencing the PSB staff qualification within 3 business days of request from DHS/DSPD. In addition to all staff qualifications identified in the General Contractor Qualifications section pursuant to this contract, the PSB staff shall meet specific staff qualifications options 1 or 2 below:

Option 1, the PSB shall:

1. Have 1 year current, with in the past 5 years, work experience providing supports to Persons with ID, RC and or ABI;
2. Have a Bachelor's degree in a field of study related to employment or have 4 years current, with in the past 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment; and
3. Have a current ACRE certification.

Option 2, the PSB shall:

1. Have 1 year current, with in the past 5 years, work experience providing supports to Persons with ID, RC and or ABI;
2. Have a Bachelor's degree in a field of study related to employment or have 4 years current, with in the past 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment;
3. Be enrolled, and actively engaged in course work leading up to ACRE certification;
4. Be ARRE certificated within 6 months of hire to provide PSB; and



5. Be supervised by a qualified PSB staff that has a current ACRE certification. Supervision requires review and document approval of all PSB work.

**F. Rate:** PSB is a quarter hour service, not to exceed 6 hours of service a day.

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## **PROFESSIONAL MEDICATION MONITORING BY A LICENSED PRACTICAL NURSE (PM1)**

- A. General Description:** Professional Medication Monitoring by a Licensed Practical Nurse (PM1) provides medication management services, medication monitoring, and medication and medical equipment education and training, to assure the health and safety of a Person.
- B. Direct Service Requirements:** PM1 shall be provided pursuant to Utah Administrative Code, Rule R156-31b. PM1 requirements outside of the LPN scope of work pursuant to Utah Administrative Code, Rule R156-31b-703b shall be provided under the supervision and delegation of a Registered Nurse (RN). Delegation shall be pursuant to Utah Administrative Code, Rule R156-31b-701. PM1 staff shall:
1. Provide medication monitoring of a medication regimen that has been prescribed to the Person from their health care professional;
  2. Provide review, monitoring, and documentation in the Person's medical data sheet, of laboratory testing related to a medication regimen that has been prescribed to the Person from their health care professional;
  3. Provide instruction and education to the Person, regarding the medication regimen that has been prescribed to the Person from their health care professional;
  4. Ensure that all pill-dispensing aids are stocked with the correct medication that has been prescribed by the Person's health care professional;
  5. During each visit with the Person, ensure that the Person's medication dispensing devices and aids are functioning properly;
  6. During each visit with the Person, ensure the Person's medical equipment is functioning properly;
  7. If the Person's medication dispensing devices, aids and medical equipment is not functioning properly, at time of discovery, the PM1 staff shall:
    - a. Assist the Person to arrange for maintenance;
    - b. Notify the Person's staff or guardian of the required maintenance; and
    - c. Document the issue and resolution in the Person's medical data sheet.
  8. Provide incidental training to the Contractor's staff of other services the Person receives relating to the Person's general care;

9. Review all reported medication errors and determine if it is necessary to consult with additional health care professional(s) and to report the medication error. A medication error may include, but is not limited to the following:
  - a. Actual missed dosage;
  - b. Suspected missed dosage;
  - c. Misadministration of medication; and
  - d. Failure to follow laboratory testing schedule.
10. When a medication error is determined:
  - a. Document the medication error in the Person's medical data sheet;
  - b. Notify the Person's Support Coordinator in writing within 1 business day;
  - c. Develop a written corrective action plan to minimize the reoccurrence of the error;
  - d. Document in the Person's medical data sheet, the medication error and corrective action plan; and
  - e. Notify the director or designee of the contractors providing other services to the Person within 1 business day.
11. Notify the Person's representative/legal guardian within 24 hours of the development of a Person's medical illness or injury requiring medical appointment or an emergency room visit. This does not include medical appointment for general health check-ups;
12. Include regularly scheduled documented face-to-face visits with the Person by the PM1 staff to conduct a written assessment of the Person's health and safety in regards to Person's medication regimen that has been prescribed to the Person from their health care professional. The assessment shall be maintained in the Person's file.
  - a. The assessment shall use data the PM1 staff has collected through:
    - (1) Observation;
    - (2) Discussion from other staff providing other services to the Person;
    - (3) Review of records of other services the Person is receiving; and

- (4) Direct examination of the Person.
- b. The assessment shall, at a minimum, include the following:
  - (1) Safety and efficiency of all the Person's prescribed medication;
  - (2) Benefits that the Person is demonstrating as a result of their medication regimen, or the lack thereof;
  - (3) Any adverse medication reactions or side effects that the Person is experiencing;
  - (4) The Person's compliance or lack of compliance with their health care professional's orders; and
  - (5) Any barriers to medication compliance that the PM1 staff identifies.
- c. Document the assessment results in a note in the Person's medical data sheet which shall contain:
  - (1) A description of the Person's subjective presentation;
  - (2) A description of the objective observations the PM1 staff has made after the examination, review of records and consultation with the staff of contractors providing other services to the Person, supports and the Person's family/representative;
  - (3) A description of the assessment made by the PM1 staff of the Person's status; and
  - (4) A plan for the continuing care of the Person surrounding their health status and medication regimen.
- d. The Contractor shall maintain the Person's medical data sheets assessments, and notes completed by the PM1 staff in the Person's file. The data sheet shall include any known allergies the Person has, any medication errors that occur, and written corrective action plan to minimize the reoccurrence of medication error if an error has occurred;
- e. The Contractor shall provide copies of notes to:
  - (1) Contractors providing other services to the Person;
  - (2) The Person's health care professional; and

(3) The Person's SCE.

- f. Educate the staff of contractors providing other services to the Person regarding the findings of the assessment, and the Person's overall health.

**C. Staff Qualifications:** In addition to all staff qualifications identified in the General Staff Qualifications section pursuant to this contract, PM1 staff shall have a current Licensed Practical Nurse (LPN) license through Utah Division of Occupation and Professional Licensing (DOPL).

**D. Rate:** PM1 is a quarter hour service.

## **PROFFESIONAL MEDICATION MONITORING BY A REGISTERED NURSE (PM2)**

**A. General Description:** Professional Medication Monitoring by a Registered Nurse (PM2) provides medication management services, medication and medical equipment education and training, to assure the health and safety of a Person.

**B. Direct Service Requirements:** PM2 shall be provided pursuant to Utah Administrative Code, Rule R156-31b. PM2 staff shall:

1. Provide medication monitoring of a medication regimen that has been prescribed to the Person from their health care professional;
2. Review, monitoring, and documentation in the Person's medical data sheet, of laboratory testing related to a medication regimen that has been prescribed to the Person from their health care professional;
3. Provide instruction and education to the Person, regarding the medication regimen that has been prescribed to the Person from their health care professional;
4. Ensure that all pill-dispensing aids are stocked with the correct medication;
5. During each visit with the Person, ensure that the Person's medication dispensing devices and/or aids are functioning properly;
6. During each visit with the Person, ensure the Person's medical equipment is functioning properly;
7. If the Person's medication dispensing devices, aids and/or medical equipment is not functioning properly, at time of discovery, the PM2 staff shall:
  - a. Assist the Person to arrange for maintenance;
  - b. Notify the Person's staff or guardian of the required maintenance; and
  - c. Document the issue and resolution in the Person's medical data sheet.
8. Provide incidental training to the Contractor's staff regarding other services the Person receives that relate to the Person's general care;
9. Review all reported medication errors and determine if it is necessary to consult with additional health care professional(s) and to report the medication error. A medication error may include, but is not limited to the following:
  - a. Actual missed dosage;
  - b. Suspected missed dosage;

- c. Misadministration of medication; and
  - d. Failure to follow laboratory testing schedule.
- 10. When a medication error is determined:
  - a. Document the medication error in the Person's medical data sheet;
  - b. Notify the Person's Support Coordinator in writing within one (1) business day;
  - c. Develop a written corrective action plan to minimize the reoccurrence of the error;
  - d. Document in the Person's medical data sheet, the medication error and corrective action plan; and
  - e. Notify the director or designee of the contractors providing other services to the Person within one (1) business day.
- 11. Notify the Person's representative/legal guardian within 24 hours of the development of a Person's medical illness or injury requiring a medical appointment or an emergency room visit. This does not include a medical appointment for general health check-ups;
- 12. Include regularly scheduled documented face-to-face visits with the Person by the PM2 staff to conduct a written assessment of the Person's health and safety in regards to Person's medication regimen that has been prescribed to the Person from their health care professional.
  - a. The assessment shall use data the PM2 staff has collected through:
    - (1) Observation;
    - (2) Discussion from other staff providing other services to the Person;
    - (3) Review of records of other services the Person is receiving; and
    - (4) Direct examination of the Person.
  - b. The assessment shall, at a minimum, include the following:
    - (1) Safety and efficiency of all prescribed the Person's medication;

- (2) Benefits that the Person is demonstrating as a result of their medication regimen, or the lack thereof;
  - (3) Any adverse medication reactions or side effects that the Person is experiencing;
  - (4) The Person's compliance or lack of compliance with their health care professional's orders; and
  - (5) Any barriers to medication compliance that the PM2 staff identifies.
- c. Document the assessment results in a note in the Person's medical data sheet which shall contain:
- (1) A description of the Person's subjective presentation;
  - (2) A description of the objective observations the PM2 staff has made after the examination, review of records and consultation with the staff of contractors providing other services to the Person, supports and the Person's family/representative;
  - (3) A description of the assessment made by the PM2 staff of the Person's status; and
  - (4) A plan for the continuing care of the Person surrounding their health status and medication regimen.
- d. The Contractor shall maintain the Person's medical data sheets assessments, and notes completed by the PM1 staff in the Person's file. The data sheet shall include any known allergies the Person has, any medication errors that occur, and written corrective action plan to minimize the reoccurrence of medication error if an error has occurred;
- e. The Contractor shall provide copies of notes to:
- (1) Contractors providing other services to the Person;
  - (2) The Person's health care professional as needed; and
  - (3) The Person's SCE.
- f. Educate the staff of contractors providing other services to the Person regarding the findings of the assessment, and the Person's overall health.



- C. Staff Qualifications:** In addition to all staff qualifications identified in the General Staff Qualifications section pursuant to this contract, PM2 staff shall have a current Registered Nurse (RN) license through Utah Division of Occupation and Professional Licensing (DOPL).
- D. Rate:** PM2 is a quarter hour rate.

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## **PROFESSIONAL PARENT SUPPORTS (PPS)**

**A. General Description:** Professional Parent Supports (PPS) provides a community integrated home-like residential setting with a family providing supports and services to Persons (children) below the age of 22.

**B. Direct Service Requirements:**

1. The PPS parent shall provide the following supports and services to the Person:
  - a. Daily supports to maintain the Person's health and safety;
  - b. Assistance with activities of daily living such as:
    - (1) Feeding;
    - (2) Dressing;
    - (3) Bathing;
    - (4) Toileting; and
    - (5) Transferring.
  - c. Habilitation;
  - d. Supervision;
  - e. Skills building and assistance with acquiring, retention and improvement in skills related to:
    - (1) Living independently as possible;
    - (2) Participate in community settings of their choice; and
    - (3) Avoiding isolation in their homes and community.
  - f. Assistance to access community services such as obtaining assistance from community and government organizations, including but not limited to, finding housing, applying for Supplemental Nutrition Assistance Program (SNAP) and obtaining Social Security benefits; and
  - g. Collaborate with applicable schools, public and private child welfare agencies, authorities and other agencies and individuals involved in the Person's care.

2. PPS includes transportation, and shall be in compliance with all transportation requirements pursuant to this Contract.
3. PPS includes respite for the PPS parent in the rate included to the Contractor. The minimum amount of respite hours shall be documented in the DHS/DSPD PPS worksheet. If a PPS parent requires more hours of respite, the rate paid to the PPS parent shall be negotiated between the Contractor and the PPS parent. The Contractor shall not be required to complete a new DHS/DSPD PPS worksheet. The Contractor shall:
  - a. Provide respite to the PPS parent in compliance with the respite services pursuant to this Contract; and
  - b. Document respite hours provided to the PPS parent.
4. The Contractor shall provide ongoing supervision, training, technical assistance, and support to the PPS parent. The Contractor shall document and provide a minimum of 12 hours monthly support in the PPS home from staff that is not part of the PPS family. This requirement may be waived with prior written approval from the DHS/DSPD Division Director.
5. The Contractor shall create and maintain an inventory of the Person's belongings. The inventory shall be maintained in the Person's file and shall include:
  - a. Written documentation of all items, the date the inventory was complete, and the name of the staff that completed the inventory;
  - b. The Person's belongings that have significant value to the Person;
  - c. The Person's belongings with a purchase value of \$50.00 or more;
  - d. New items added as received by the Person; and
  - e. Discarded items removed, including written documentation for the reason of discard and signature from the Person or their legal guardian.
6. The Contractor shall conduct and have written documentation of quarterly evacuation drills with Persons and staff at each site PPS is provided.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure PPS shall **NOT**:

1. Act as a conservator or representative payee under the approval of the Social Security Administration for the Person;
2. Have custody or guardianship of the Person;
3. Provide services for more than two Persons per home unless there is prior written approval from the DHS/ DSPD Director. Approval shall not be given for more than three Persons to receive PPS in the same home;
4. Provide PPS services to Person in the home of an immediate relative (mother, father, or sibling) or legal guardian;
5. Bill DHS/DSPD for foster care maintenance for Persons in the custody of the State of Utah;
6. Provide HHS and Professional Parent Supports (PPS) in the same home at the same time without prior written approval from the DHS/DSPD Division Director; and
7. Provide or bill DHS/DSPD for Family and Individual Training, and Preservations Services (TFP), unless an exceptional care need exists that has been reviewed and approved by the DHS/DSPD director in writing prior to providing the service.

**D. Specific Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D. of this Contract, the Contractor shall:

1. Have and maintain current a DHS/ Office of Licensing Child placing – Foster License as detailed in DHS/OL Utah Administrative Code, Rule R501-7 et. seq.; and
2. Be in compliance with DHS/Office of Licensing Foster License rules.

**E. Specific Staff Qualifications:** In addition to all staff qualifications identified in the General Staff Qualifications, found in Part II. Scope of Work, Section E of this Contract, the PPS shall be at least 21 years old.

**F. Specific Service Training Requirements:** In addition to completion and compliance of staff training as identified in the General Staff Training Requirements, found in Part II. Scope of Work, Section G of this Contract, the Contractor shall ensure and have written documentation of quarterly training to the PPS staff and Person(s) on evacuation produces and drills at each site PPS is provided.

**G. Rate:** PPS is a daily rate that shall be determined by the DHS/DSPD RHS worksheet and shall be based on the Person's needs.

## **RESIDENTIAL HABILITATION SUPPORTS (RHS)**

- A. General Description:** Residential Habilitation Supports (RHS) provides skilled residential assistance that aide the Person to live as independently as possible, self-determined lives integrated in their community.
- B. Direct Service Requirements:**
1. RHS shall be provided as specified in the Person's PCSP; the actual hours of direct care staff support shall be indicated in the Person's PCSP.
  2. RHS shall provide supports to Persons that include:
    - a. Skills building to gain and maintain skills for living as independently as possible,
    - b. Providing assistance to Persons to choose and participate in community, leisure, and entertainment activities based on the Person's interests
    - c. Avoiding isolation;
    - e. Supervision to ensure the Person's health and safety;
    - f. Assistance with activities of daily living such as:
      - (1) Feeding;
      - (2) Dressing;
      - (3) Bathing;
      - (4) Toileting; and
      - (5) Transferring.
    - g. Assistance to access community services such as obtaining assistance from community and government organizations, including but not limited to, finding housing, applying for Supplemental Nutrition Assistance Program (SNAP) and obtaining Social Security benefits.
  3. RHS may be provided to Persons who live alone or with roommates.
  4. Day activity absence days: A day activity absence day is when a Person does not attend and participate in their normal day activities due to sickness, school closure, or other reason.

- a. RHS shall include 16 day activity absence days in the RHS rate. The Contractor shall document the date and reason when a Person uses an absence day.
  - b. If a Person has more than 16 absence days, the Contractor may provide and bill DHS/DSPD for Extended Living Supports (ELS). The Contractor shall provide the Person's SCE the documentation of the absence days included in the RHS rate being exhausted.
5. RHS includes transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
6. The Contractor shall have a completed approved DHS/DSPD form 930 prior to billing or providing RHS with enhanced staffing. Enhanced staffing includes 4 or more hours per day of a staff ratio of 1 staff providing direct care to 1 Person.
7. At each site that RHS is provided there shall be a staff that is responsible for the day to day operations of the program.
8. The Contractor shall conduct and have written documentation of quarterly evacuation drills with Persons and staff at each site RHS is provided.
9. The Contractor shall create and maintain an inventory of the Person's belongings. The inventory shall be maintained in the Person's file and shall include:
  - a. Written documentation of all items, the date the inventory was complete, and the name of the staff that completed the inventory;
  - b. The Person's belongings that have significant value to the Person;
  - c. The Person's belongings with a purchase value of \$50.00 or more;
  - d. New items added as received by the Person; and
  - e. Discarded items removed, including written documentation for the reason of discard and signature from the Person or their legal guardian.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure RHS shall **NOT**:

1. Be provided or billed to DHS/DSPD for Persons who live with immediate family or a legal guardian;

2. Be provided or bill to DHS/DSPD for Family and Individual Training and Preservation Services (TFP) services during the same time a Person receives SLH unless an exceptional care need exists and has been reviewed and approved by the DHS/DSPD director in writing prior to providing TFP.

**D. Specific Service Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall:

1. Have and maintain a current, a Residential Support License from Department of Human Services, Office of Licensing for each location RHS services are provided for 4 or more Persons; and
2. Have and maintain current a Supervised Apartment Certification from DHS/DSPD for each location RHS is provided for 3 or fewer Persons.

**E. Specific Service Training Requirements:** In addition to completion and compliance of staff training as identified in the General Staff Training Requirements found in Part II. Scope of Work, Section D of this Contract, the Contractor shall provide and have written documentation of quarterly training to the RHS staff and Person(s) on evacuation produces and drills at each site RHS is provided.

**F. Rate:** RHS is a daily rate that shall be determined by the DHS/DSPD RHS worksheet and shall be based on the Person's needs.

## **ROUTINE RESPITE WITHOUT ROOM AND BOARD (RP2)**

**A. General Description:** Routine Respite without Room and Board (RP2) provides one-to-one and/or group care to Persons to give relief to, or during the absence of the Person's normal caregiver.

**B. Direct Service Requirements:**

1. RP2 shall ensure health and safety of Persons during the absence of the Person's normal caregiver.
2. Person's personal belonging such as clothing, personal hygiene products, and medicine shall be provided by the Person's normal caregiver.
3. RP2 may be provided in a facility:
  - a. When RP2 is provided in a facility, the staff ratio shall be one (1) staff for up to six (6) Persons.
  - b. If RP2 is provided for four (4) or more Persons at any time, the facility shall have a current Residential Support License from DHS/Office of Licensing for each facility location RP2 is provided for four (4) or more Persons.
4. RP2 may be provided in the private residence of an RP2 staff:
  - a. Prior to providing RP2 services, all individuals who live in the private residence shall pass a criminal background screening from the DHS/Office of Licensing.
  - b. RP2 shall be provided with a staff ration of one (1) staff for up to three (3) Persons. The RP2 staff's own minor children and other individuals who reside in the residence under the age of 14 shall be included in this ratio.
5. RP2 may be provided in the Person's residence.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure RP2 shall **NOT** be provided or billed to DHS/DSPD for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Specific Service Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall have a current Residential Support License from DHS/Office of Licensing for each location RP2 is provided for 4 or more Persons prior to providing services.



- E. Rate:** RP2 is a quarter hour, and daily one-to-one (1:1) service. If a Person requires six (6) or more hours of RP2 services within a 24 hour period, the daily rate shall be used.

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## **EXCEPTIONAL CARE RESPITE WITHOUT ROOM AND BOARD (RP3)**

**A. General Description:** Exceptional Care Respite without Room and Board (RP3) provides one-to-one and group care to Persons who may require specialized equipment, and have exceptional medical or behavioral needs. RP3 service provides care to Persons to give relief to, or during the absence of the Person's normal caregiver.

**B. Direct Service Requirements:**

1. Prior to providing RP3 services the Contractor shall have a completed, approved DHS/DSPD Form 929. The DHS/DSPD Form 929 establishes the Person does have exceptional care needs.
2. RP3 shall include services provided to meet the Person's exceptional medical or behavior needs.
3. RP3 shall ensure health and safety of Persons during the absence of the Person's normal caregiver.
4. Person's personal belonging such as clothing, personal hygiene products, and medicine shall be provided by the Person's normal caregiver.
5. RP3 may be provided in a facility:
  - a. When RP3 is provided in a facility, the staff ration shall be one (1) staff for up to six (6) Persons.
  - b. If RP3 is provided for four (4) or more Persons at any time, the facility shall have a current Residential Support License from DHS/Office of Licensing for each facility location RP3 is provided for four (4) or more Persons.
6. RP3 may be provided in the private residence of an RP3 staff:
  - a. Prior to providing RP3 services, all individuals who live in the private residence shall pass a criminal background screening from the DHS/Office of Licensing.
  - b. RP3 shall be provided with a staff ration of one (1) staff for up to (3) Persons. The RP3 staff's own minor children and other individuals who reside in the residence under the age of 14 shall be included in this ratio.
7. RP3 may be provided in the Person's residence.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the

Contractor shall ensure RP3 shall **NOT** be provided or billed to DHS/DSPD for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

- D. Specific Service Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall have a current Residential Support License from DHS/ Office of Licensing for each location RP3 is provided for four (4) or more Persons prior to providing services.
- E. Rate:** RP3 is a quarter hour, and/or daily one-to-one (1:1) service. If a Person requires more than six (6) hours of RP3 services with in a 24 hour period, the daily rate shall be used.

## **ROUTINE RESPITE WITH ROOM AND BOARD INCLUDED (RP4)**

**A. General Description:** Routine Respite with Room and Board (RP4) provides overnight one-to-one and group care to Persons to give relief to, or during the absence of the Person's normal caregiver.

**B. Direct Service Requirements:**

1. RP4 shall ensure health and safety of Persons during the absence of the Person's normal caregiver.
2. Person's personal belonging such as clothing, personal hygiene products, and medicine shall be provided by the Person's normal caregiver.
3. RP4 may be provided in a facility:
  - a. When RP4 is provided in a facility, the staff ration shall be one (1) staff for up to six (6) Persons.
  - b. If RP4 is provided for four (4) or more Persons at any time, the facility shall have a current Residential Support License from DHS/Office of Licensing for each facility location RP4 is provided for four (4) or more Persons.
4. RP4 may be provided in the private residence of a RP4 staff:
  - a. Prior to providing RP4 services, all individuals who live in the private residence shall pass a criminal background screening from the DHS/Office of Licensing.
  - b. RP4 shall be provided with a staff ration of one (1) staff for up to three (3) Persons. The RP4 staff's own minor children and other individuals who reside in the residence under the age of 14 shall be included in this ratio.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure RP4 shall **NOT**:

1. Be provided or billed to DHS/DSPD for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services; and
2. Be provided or billed to DHS/DSPD for services provided in Persons residences.

**D. Specific Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall have a current Residential Support License from

DHS/Office of Licensing for each location RP4 is provided for four (4) or more Persons prior to providing services.

- E. Rate:** RP4 is a daily rate, 6-24 hours of RP4 service is included in the daily rate.

## **EXCEPTIONAL CARE RESPITE WITH ROOM AND BOARD (RP5)**

**A. General Description:** Exceptional Care Respite with Room and Board (RP5) provides overnight one-to-one and group care to Persons who may require specialized equipment, and have exceptional medical or behavioral needs. RP5 service provides care to Persons to give relief to, or during the absence of the Person's normal caregiver.

**B. Direct Service Requirements:**

1. Prior to providing RP5 services, the Contractor shall have a completed, approved DHS/DSPD Form 929. The DHS/DSPD Form 929 establishes the Person does have exceptional care needs.
2. RP5 shall include services provided to meet the Person's exceptional medical or behavior needs.
3. RP5 shall ensure health and safety of Persons during the absence of the Person's normal caregiver.
4. Person's personal belonging such as clothing, personal hygiene products, and medicine shall be provided by the Person's normal caregiver.
5. RP5 may be provided in a facility:
  - a. When RP5 is provided in a facility, the staff ration shall be one (1) staff for up to six (6) Persons.
  - b. If RP5 is provided for four (4) or more Persons at any time, the facility shall have a current Residential Support License from DHS/Office of Licensing for each facility location RP5 is provided for four (4) or more Persons.
6. RP5 may be provided in the private residence of an RP5 staff:
  - a. Prior to providing RP5 services, all individuals who live in the private residence shall pass a criminal background screening from the DHS/Office of Licensing.
  - b. RP5 shall be provided with a staff ration of one (1) staff for up to three (3) Persons. The RP5 staff's own minor children and other individuals who reside in the residence under the age of 14 shall be included in this ratio.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure RP5 shall **NOT**:

1. Be provided or billed to DHS/DSPD for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services; and
2. Be provided or billed to DHS/DSPD for services provided in Persons residences.

**D. Specific Service Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall have a current Residential Support License from DHS/Office of Licensing for each location RP5 is provided for four (4) or more Persons prior to providing services.

**E. Rate:** RP5 is a daily rate, 6-24 hours of RP5 service is included in the daily rate.

## **RESPITE SESSION (RPS)**

**A. General Description:** Respite Session (RPS) provides sessions of care to Persons to give relief to, or during the absence of the Person's normal caregiver.

**B. Direct Service Requirements:**

1. RPS shall be provided as specified in the Person's PCSP.
2. RPS shall include:
  - a. Camps;
  - b. Summer programs;
  - c. Extended respite programs;
  - d. Overnight camps and programs; and
  - e. Other comparable programs as the listed.
3. RPS shall be provided in a facility or other community-based program. If respite is provided for four (4) or more Persons at any one time, the facility or other community-based program shall have a current Residential Support License from DHS/Office of Licensing for each facility location and community based program RPS is provided for four (4) or more Persons.
4. RPS shall be provided with a staff ratio of one (1) staff for up to six (6) Persons.
5. RPS shall ensure health and safety of Persons during the absence of the Person's normal caregiver.
6. Person's personal belongings such as clothing, personal hygiene products, and medicine shall be provided by the Person's normal caregiver.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Limitation Section pursuant to this contract, the Contractor shall ensure RPS shall **NOT**:

1. Be provided or billed to DHS/DSPD for services provided in Persons residences.
2. Be provided in the residence of the Person's immediate family.
3. Be provided in the Contractor's or the Contractor's staff residence.



4. Be provided or bill to DHS/DSPD for services supporting Persons in a volunteer setting, unless prior written approval has been obtained from the DHS/DSPD Director.

**D. Specific Service Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications section pursuant to this contract, the Contractor shall have a current Residential Support License from DHS/Office of Licensing for each facility location and community-based program RPS is provided for four (4) or more Persons prior to providing services.

**E. Rate:** RPS is a per session rate.

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## **SUPPORTED EMPLOYMENT FOR SMALL GROUPS (SEG)**

**A. General Description:** Supported Employment for Small Groups (SEG) provides employment supports for small groups of Persons.

**B. Direct Service Requirements:**

1. SEG shall be provided to promote Persons integrating into community employment.
2. SEG shall provide employment supports, training, supervision and job coaching to Persons participating in workgroups in a typical business, industry and community-integrated employment settings. Workgroups include:
  - a. Mobile crews;
  - b. Enclaves; and
  - c. Other comparable business-based workgroups.
3. Job coaching shall include:
  - a. Analysis of the Persons daily work tasks to teach, train and provide instructions to the Person to independently complete as much of the tasks as possible. Training and instruction shall include:
    - (1) Instructional prompts;
    - (2) Verbal and written instructions;
    - (3) Self-management tools; and
    - (4) Role play.
  - b. Personal assistance of daily living activities such as toileting, transferring and eating;
  - c. Off the job supports that are essential for the Person's successful employment such as phone calls or texts to the Person with reminders;
  - d. Assistance and training to the Person on communication as it relates to employment such as asking for time off, accommodations, and self-advocacy; and
  - e. Assistance and training to the Person on how to interact with co-workers and the work culture.

4. SEG may be provided in a facility that is owned, leased or operated by the Contractor with prior written approval from the DHS/DSPD Director. The facility shall include other employed individuals without disabilities. The Contractor shall submit the request to the DHS/DSPD Director in writing, provide justifications why it should be approved and provisions to ensure Persons have control of earned income.
5. Workgroups shall have between 2 and 4 Persons participating in the workgroup. Persons shall be compensated for work tasks at a competitive wage. An exclusion from the workgroup size and competitive wage requirements may be permitted prior to December 31, 2018, with prior written approval from the DHS/DSPD Director and only under the following conditions:
  - a. Persons are currently participating in a workgroup that exceeds 4 Persons;
  - b. Persons are currently participating in a workgroup and are not receiving competitive wages;
  - c. The Contractor has developed a transition plan for the Person. The Contractor shall provide written documentation of the transition plan to the Person's SCE. The transition plan shall include:
    - (1) Signed and completed DHS/DSPD Work Group Transition Plan, form to still be developed;
    - (2) Provisions and details on how to reduce the size of the workgroup to 4 Persons or fewer no later than June 30, 2022;
    - (3) Provision for eliminating subminimum wages paid to the Person by June 30, 2022;
    - (4) Provision for quarterly quantitative benchmarks to measure the progress towards the goals of the transition plan;
    - (5) Provisions for reporting on the plan and benchmarks at least quarterly. Written documentation of the report shall be submitted to the Person's SCE; and
    - (6) Provisions for the Person to obtain integrated community employment. This may include the SEG staff providing training and coordination for the business on how to recognize, provide and access reasonable work site accommodations for the Person with the goal of the business becoming the Person's employer of record.

- d. During the Person's transition period, the Contractor shall develop on-going productivity studies in compliance with the Federal Labor Standard Act. The Contractor shall submit the productivity studies to the Person's SCE.
- 6. SEG may be provided to Persons for Employment Exploration Services (EES) experiences, Discovery (DCV) activities, and skills development to progress towards the Person's community-integrated employment goals.
- 7. Transportation:
  - a. SEG staff shall provide training and assistance to the Person on independently accessing transportation, such as fixed bus and rail routes, as well as paratransit.
  - b. SEG shall include routine transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
  - c. SEG shall NOT include providing transportation of Persons to and from this service; however MTP may be billed if no other transportation is available and the Contractor provides Persons with transportation to or from the workgroup site.
- 8. SEG shall be provided with a staff ratio of 1 staff per workgroup. Staff shall not rotate their time between different workgroups that are at the same site.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure SEG shall **NOT**:

- 1. Be provide or billed to DHS/DSPD for workgroups exceeding more than 4 Persons;
- 2. Be provided or billed to DHS/DSPD for Persons in a sheltered workshop or comparable vocational services in specialized facilities;
- 3. Be provided for supporting the Person to participate in volunteering activities;
- 4. Result in multiple workgroups in one employer's single work site location that creates the total number of Persons receiving SEG to exceed more than 15% of the employer's total workforce on duty at that time; and
- 5. Be provided to Persons for more than 24 consecutive months without prior written approval from DHS/DSPD Director or Designee.

- D. Specific Contractor Qualifications:** In addition to all general contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D. of this Contract, the Contractor shall be a current vendor with Utah State Office of Rehabilitation, Vocational Rehabilitation Services (USOR/VR).
- E. Specific Staff Training:** In addition to all training requirements identified in the General Staff Training Requirements, found in Part II. Scope of Work, Section G. of this Contract, the Contractor shall ensure staff providing SEG services completes job coaching training.
- F. Rate:** SEG is a daily rate that shall be determined by the DHS/DSPD SEG worksheet and shall be based on the Person's need.

## **SUPPORTED EMPLOYMENT – INDIVIDUAL (SEI)**

- A. General Description:** Supported Employment- Individual (SEI) provides ongoing job coaching and supports for Persons to maintain their community integrated employment, or self-employment.
- B. Direct Service Requirements:**
1. SEI shall provide job coaching to Persons to maintain and have advancement opportunities in community-integrated employment, or self-employment. Job coaching shall include:
    - a. Analysis of the Persons daily work tasks to teach, train and provide instructions to the Person to independently complete as much of the tasks as possible. Training and instruction shall include:
      - (1) Instructional prompts;
      - (2) Verbal and written instructions;
      - (3) Self-management tools; and
      - (4) Role play.
    - c. Personal assistance of daily living activities such as toileting, transferring and eating;
    - d. Supervision of the Person to ensure the Person's health and safety, SEI shall NOT include being the employment supervisor of the Person;
    - e. Off the job supports that are essential for the Person's successful employment such as phone calls or texts to the Person with reminders;
    - f. Assistance and training to the Person on communication as it relates to employment such as asking for time off, accommodations, and self-advocacy; and
    - g. Assistance and training to the Person on how to interact with co-workers and the work culture.
  2. SEI shall include encouraging and training the Person's co-worker(s) on engagement of unpaid, natural co-worker supports to the Person with the goal of the Person's need of SEI supports to minimize or fade out;

3. SEI shall include identifying and coordination for provisions for reasonable worksite accessibility and accommodations;
4. SEI staff shall coordinate with and provide assistance and information to other staff and individuals involved in the Person's employment plan;
5. SEI staff shall meet every six months with the Person's PSPT and assess the amount of hours of SEI the Person needs and create strategies to decrease the amount of SEI needed; and
6. SEI may be used for internships, temporary or seasonal community-integrated work experiences. SEI shall be time-limited for such work experiences, not to exceed more than 120 days for each experience. The Person's SCE may provide written documentation to extend the allowed hours for such work experiences when it has been determined by the Person's PCPT that measurable progress continues to be made through such work experiences towards the employment goals identified in the Person's PCSP.
7. Transportation:
  - a. The SEI staff shall provide training and assistance to the Person on independently accessing transportation, such as fixed bus and rail routes, as well as paratransit;
  - b. SEI shall include routine transportation, and shall be in compliance with all transportation requirements pursuant to this contract.
  - c. SEI shall NOT include providing transportation of Person to and from experiences included in the service; however MTP may be billed if no other transportation is available and the Contractor provides the Person with transportation to or from experiences.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure SEI shall **NOT**:

1. Be provided or billed to DHS/DSPD for Persons in a sheltered workshop or comparable vocational services in specialized facilities.
2. Be billed or provide to DHS/DSPD for supporting paid employment in a business enterprise owned or operated by the Contractor or any related party to the Contractor.

**D. Specific Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D. of

this Contract, the Contractor shall be a current vendor with Utah State Office of Rehabilitation, Vocational Rehabilitation Services (USOR/VR).

- E. Specific Training:** In addition to all training requirements identified in the General Staff Training Requirements, found in Part II. Scope of Work, Section G. of this Contract, the Contractor shall ensure staff providing SEI services completes job coaching training.
- D. Rate:** SEI is a daily rate that shall be determined by the DHS/DSPD worksheet and shall be based on the Person's need.

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## **SUPPORTED LIVING QUARTER HOUR (SLH)**

**A. General Description:** Supported Living Quarter Hour (SLH) provides supervision, skills building and assistance to Persons when the Contractor is primary responsible for maintaining the health and safety of the Person. Services shall support the Person to live as independent as possible, self-determined lives integrated into their community.

**B. Direct Service Requirements:**

1. SLH shall include training, skills development and assistance to the Person with the following:
  - a. Personal care including activities of daily living such as eating, bathing, and dressing;
  - b. Homemaker and chore task(s);
  - c. Advocacy and self-help;
  - d. Communication and socialization;
  - e. Personal finances such as keeping track of money and bills and;
  - f. Accessing community services and resources, including, but not limited to, applying for assistance, and obtaining Social Security benefits.
2. SLH shall provide both direct and indirect services to the Person. Indirect services may include phone calls or other activities completed on behalf of the Person. Indirect services shall be documented in writing and reasonable based on the Contractor's professional judgment.
3. SLH includes transportation, and shall comply with all transportation requirements pursuant to this contract.
4. SLH shall be provided by the Contractor who has primary responsibility for maintaining the Person's health and safety. SLH shall be provided to Persons who live in the community:
  - a. Alone in their own home; or
  - b. With roommates; or
  - c. With a spouse; or
  - d. Adult Persons who live with their parents or other related caregiver.

5. The Contractor shall create and maintain an inventory of the Person's belongings. The inventory shall be maintained in the Person's file and shall include:

- a. Written documentation of all items, the date the inventory was complete, and the name of the staff that completed the inventory;
- b. The Person's belongings that have significant value to the Person;
- c. The Person's belongings with a purchase value of \$50.00 or more;
- d. New items added as received by the Person; and
- e. Discarded items removed, including written documentation for the reason of discard and signature from the Person or their legal guardian.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure SLH shall **NOT**:

- 1. Be provided or bill to DHS/DSPD for Family and Individual Training and Preservation Services (TFP) services during the same time a Person receives SLH unless an exceptional care need exists and has been reviewed and approved by the DHS/DSPD director in writing prior to providing TFP; and
- 2. Be provided or billed for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** SLH is a quarter hour service.

## **SUPPORTED LIVING NATURAL (SLN)**

**A. General Description:** Support Living Natural (SLN) provides supervision, skills building and assistance to Persons when the Contractor is not primary responsible for maintaining the health and safety of the Person. Services shall support the Person to live as independent as possible, self-determined lives integrated into their community.

**B. Direct Service Requirements:**

1. SLN shall include training, skills development and assistance to the Person with the following:
  - a. Personal care including activities of daily living such as eating, bathing, and dressing;
  - b. Homemaker and chore task(s);
  - c. Advocacy and self-help;
  - d. Communication and socialization;
  - e. Personal finances such as keeping track of money and bills and;
  - f. Accessing community services and resources, including, but not limited to, applying for assistance, and obtaining Social Security benefits.
3. SLN shall provide both direct and indirect services to the Person. Indirect services may include phone calls or other activities completed on behalf of the Person. Indirect services shall be documented in writing and reasonable based on the Contractor's professional judgment.
4. SLH includes transportation, and shall comply with all transportation requirements pursuant to this contract.
5. SLN shall only be provided to Persons who live with parent(s) or other relative(s) that are primarily responsible for the Person's health and safety, management of benefits, medication observation, and activities of daily living.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure SLN shall **NOT**:

1. Be provided or bill to DHS/DSPD for Family and Individual Training, and Preservation Services (TFP) services during the same time a Person receives SLH unless an exceptional care need exists and has been reviewed and approved by the DHS/DSPD director in writing prior to providing TFP; and

2. Be provided or billed for youth in the custody of the State of Utah, Department of Human Services, Division of Child and Family Services.

**D. Rate:** SLN is a quarter hour service.

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## **FAMILY AND INDIVIDUALIZED TRAINING AND PRESERVATION (TFP)**

**A. General Description:** Family and Individualized Training and Preservation (TFP) provide coaching for Persons and their family member(s). For the purpose of this service, TFB, “family” is defined as the individuals who are not employed to provide supports to the Person, and who live with or provide supports to the Person. It may include a parent, spouse, children, relatives, or in-laws.

### **B. Direct Service Requirements:**

1. TFB services shall include skills building to the Person and their family with the goal of safely preserving integration and inclusion of the Person in the community and family unit. Skills building shall be based on the Person and their family’s needs and as determined by the Person’s PCST. Training may include:
  - a. Instruction on the Person’s treatment regimen(s);
  - b. Instruction on use of adaptive equipment;
  - c. Self-advocacy skills, including instructions and consultation on ways to be as self-sufficient and independent as possible;
  - d. Person’s choices, rights, personal responsibilities;
  - e. Social skills development;
  - f. Accessing community activities;
  - g. Identifying, building, and maintain natural supports;
  - h. Family preservation; and
  - i. Other training comparable to the listed.

**C. Specific Service Limitations: Specific Service Limitations:** In addition to all the general limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, TFP shall **NOT**:

1. Be provided or billed to DHS/ DSPD, unless there is an exceptional care need that has been reviewed and approved in writing by the DHS/DSPD Director prior to providing services, for Persons who are currently receiving the following service codes:
  - a. Residential Habilitation Supports (RHS);
  - b. Host Home Supports (HHS);

- c. Professional Parent Supports (PPS); or
  - d. Supported Living Hourly (SLH)
- 2. Be provide or billed to DHS/DSPD for TFP services that consist solely of supervision, companionship, or observation of the Person during community activities; and
  - 3. Be provided or billed to DHS/DSPD for TFP services to children in the custody of the DHS, Division of Child and Family Services.

**E. Specific Contractor Qualifications:** In addition to all general contractor qualifications identified in the General Contractor Qualifications, found in Part II. Scope of Work, Section D of this Contract, the Contractor shall:

- 1. Have a Bachelor's degree in social or behavioral sciences; and
- 2. Have at least one (1) year current, within the past five (5) years, work experience providing training to people with ID, RC and/or ABI and their families.

**F. Rate:** TFP is a quarter hour rate.

## **WORK STRATEGY ASSESSMENT (WSA)**

**A. General Description:** Work Strategy Assessment (WSA) provides supports developing initial work strategies focused on the outcome of community-integrated employment consistent with the Person's employment goals.

**B. Direct Service Requirements:**

1. WSA shall achieve an outcome of individualized work strategies to be used in Job Development Supports (JDS) for Persons obtaining initial, or new community-integrated employment, or advancement in current employment consistent with the Person's employment goals as identified in the Person's PCSP.
2. WSA shall be completed using the DHS/DSPD approved Work Strategy Assessment template. The completed Work Strategy Assessment shall be submitted to the Person's PCST within 30 days of the start of the service.
3. WSA shall include a minimum of eight (8) hours of service for each Person receiving WSA services, and shall include a face-to-face meeting with the Person to discuss, analyze, assess and identify the following, as related to the Person's employment:
  - a. Functional limitations;
  - b. Legal issues;
  - c. Transportation needs;
  - d. Interests;
  - e. Transferable job and life skills;
  - f. Behavior;
  - g. Motivators; and
  - h. Abilities and aptitudes.
4. Work strategies shall be developed to support the Person's Exploration (EXP) findings, if EXP was provided to the Person.

**C. Specific Service Limitations:** In addition to all limitations identified in the General Service Limitations, found in Part II. Scope of Work, Section J. of this Contract, the Contractor shall ensure WSA shall **NOT**:

1. Include vocational services and strategies in a segregated facility-based setting, sheltered workshop setting, or other comparable settings that are not part of the general community workplaces;
2. Be provided or billed to DHS/DSPD for supervision services for the Person;
3. Be provided or billed to DHS/DSPD for Persons under the age of 14;
4. Be provided or billed to DHS/DSPD unless the Contractor is the Person's sole provider of the following employment services:
  - (a) Exploration;
  - (b) Pre-employment Skills Building (PES);
  - (c) Supported Employment Individual (SEI); and
  - (d) Integrated Community Learning (ICL).

This limitation may be waived with prior written approval from the DHS/DSPD Director.

5. Include activities of cooking or laundry, skill development, or other comparable activities focused on home upkeep;

**D. Contractor Qualifications:** In addition to all contractor qualifications identified in the General Contractor and Staff Qualifications, as found in Part II. Scope of Work, Section E. of this Contract, the Contractor shall be an approved vendor with Utah State Office of Rehabilitation, Vocational Rehabilitation program.

**E. Staff Qualifications:**

1. The Contractor shall provide documentation evidencing the WSA staff qualification within three (3) business days of request from DHS/DSPD. In addition to all contractor qualifications identified in the General Contractor and Staff Qualifications, as found in Part II. Scope of Work, Section E. of this Contract, the WSA staff shall meet specific staff qualifications options 1 or 2 below:
  - a. Option 1, the WSA staff shall:
    - (1) Have 1 year current, with in the past 5 years, work experience providing supports to Persons with ID, RC and or ABI;



- (2) Have a Bachelor's degree in a field of study related to employment or have 4 years current, with in the past 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment; and
- (3) Have a current ACRE certification.

b. Option 2, the WSA staff shall:

- (1) Have 1 year current, with in the past 5 years, work experience providing supports to Persons with ID, RC or ABI;
- (2) Have a Bachelor's degree in a field of study related to employment or have 4 years current, with in the past 5 years, work experience with providing supports to Persons seeking to obtain community integrated employment;
- (3) Be enrolled, and actively engaged in course work leading up to ACRE certification;
- (4) Be ARRE certificated within 6 months of hire to provide WSA; and
- (5) Be supervised by a qualified WSA staff that has a current ACRE certification. Supervision requires review and document approval of all JDS work.

2. If staff are being supervised and fail the course work or fail to achieve certification within the deadlines established in Section E.1. above, the Contractor shall:

- a. Not bill DSH/DSD for WSA;
- b. Not allow this staff to continue to provide the WSA service; and
- c. Immediately provide written notification of the staff's service delivery termination to the DHS/DSPD contract team.

**F. Specific Training Requirements:** In addition to all staff training requirements identified in the General Staff Training Requirements as found in Part II, Section G. of this Contract, the WSA staff shall complete initial DHS/DSPD supported employment online training within 30 days of hire.

**G. Rate:**